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**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

SEAL SHIELD, LLC	)	Case No.: 3:13-cv-02736-CAB-NLS
	)	
Plaintiff,	)	<b>SECOND AMENDED COMPLAINT</b>
	)	<b>SEEKING DAMAGES,</b>
-vs-	)	<b>DECLARATORY AND</b>
	)	<b>INJUNCTIVE RELIEF</b>
OTTER PRODUCTS, LLC and	)	
TREEFROG DEVELOPMENTS, INC.,	)	<b>DEMAND FOR JURY TRIAL</b>
	)	
Defendants.	)	

Honorable Cathy Ann Bencivengo

COMES NOW, Plaintiff, Seal Shield, LLC ("**Seal Shield**" or "**Plaintiff**"), by and through the undersigned counsel, and pursuant to Fed. R. Civ. P. 15 (a)(1)(B), hereby files its Second Amended Complaint against Defendants, Otter Products, LLC ("**Otter**"), Treefrog Developments, Inc., d/b/a LifeProof ("**Treefrog**"), and OtterBox Holdings, Inc. ("**OtterBox**") (collectively, the "**Defendants**"), and alleges as follows:

### NATURE OF THE ACTION

1. Since at least as early as June of 2010, KlearKase, LLC ("**KlearKase**") and Seal Shield have continuously used the LIFE PROOF, LIFEPROOF and LIFE-PROOF marks (collectively, the "**Lifeproof Marks**") to market and sell several popular protective enclosures for portable electronic handheld devices throughout the United States, establishing its position as the senior user of the Lifeproof Marks. (See Whitchurch Decl. ¶ 5, June 25, 2013, attached hereto as Ex. "A" and incorporated herein by reference; see also KlearKase Amazon Web pages, attached hereto as Ex. "B" and incorporated herein by reference; KlearKase Product Packaging, attached hereto as Ex. "C" and incorporated herein by reference.)<sup>1</sup>

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<sup>1</sup> Citations to declarations will be made in full form by the last name of the declarant, followed by the paragraph number of the declaration and then by the date of the declaration. Once a full citation is given, a short form citation will be used.

Further, references to exhibits will be made by the exhibit number and assigned name of the exhibit, followed by the cited paragraph or page number of the exhibit, if any.

1           2.     In January of 2013, Seal Shield purchased KlearKase, including all of  
2 KlearKase's rights in and to the Lifeproof Marks, essentially stepping into the  
3 shoes of KlearKase. (See Whitchurch Decl. ¶ 4.)  
4

5           3.     Notwithstanding Seal Shield's senior use of the Lifeproof Marks, on  
6 July 12, 2010, Treefrog filed an intent-to-use application with the United States  
7 Patent and Trademark Office ("USPTO"), which application was subsequently  
8 allowed. Following the filing of an affidavit of use with the USPTO, Treefrog was  
9 granted registration of the LIFEPROOF trademark. (Registration No. 4,057,201.)  
10 Subsequent to their initial registration of the LIFEPROOF mark, Treefrog filed  
11 numerous intent-to-use applications with the USPTO seeking to register similar  
12 variants thereof, including the nearly identical LIFE PROOF (Serial No.  
13 85832930) and LIFE-PROOF (Serial No. 85832902) marks (collectively, the  
14 "**Infringing Marks**"). (Copies of the aforementioned USPTO documents, which  
15 are collectively referred to as "Treefrog's USPTO Registrations and Applications  
16 of Infringing Marks" and individually by their respective USPTO Registration or  
17 Serial Numbers, are attached hereto collectively as Composite Ex. "D", and  
18 incorporated herein by reference.)  
19  
20  
21  
22  
23  
24

25           4.     Treefrog's registration of the LIFEPROOF trademark (Registration  
26 No. 4,057,201) has not yet become incontestable within the meaning of 15 U.S.C.  
27 § 1065.  
28

5.     Subsequent to the commencement of Seal Shield's use of the

1 Lifeproof Marks, on or about May 27, 2011, Treefrog began offering to sell and  
2 actually selling a protective enclosure for portable electronic handheld devices,  
3 specifically mobile phones, under the identical and indistinguishable mark  
4 LIFEPROOF. (See Treefrog's Use of Infringing Marks in Commerce, attached  
5 hereto as Ex. "E" and incorporated herein by reference.)  
6

7  
8 6. Upon information and belief, in May of 2013, Otter and OtterBox  
9 purchased Treefrog, including all Treefrog's alleged rights in and to the Infringing  
10 Marks, effectually imputing Treefrog's use of the Infringing Marks to Otter and  
11 OtterBox. (See OtterBox Acquires LifeProof (hereinafter referred to as the "**Otter**  
12 **Press Release**"), attached hereto as Ex. "F" and incorporated herein by reference.)  
13

14  
15 7. Upon information and belief, by virtue of Otter and OtterBox's  
16 acquisition of Treefrog in May of 2013, they currently have, or at one time held, a  
17 financial interest in the business and intellectual property assets of Treefrog. (See  
18 the Term Loan IP Security Agreement, attached hereto as Ex. "G" and  
19 incorporated herein by reference.)  
20

21  
22 8. Despite Plaintiff's senior rights and prior use of the Lifeproof marks,  
23 Treefrog repeatedly misrepresented to the USPTO that no other entity owned or  
24 claimed rights in the Lifeproof Marks. (See Composite Ex. "D" - Treefrog's  
25 USPTO Registrations and Applications of Infringing Marks.)  
26

27 9. Through their actions, Defendants have effectively misappropriated  
28 the Lifeproof Marks from Plaintiff and are aggressively marketing their protective

1 enclosures under the LIFEPROOF mark to Plaintiff's substantial detriment. To  
2 protect its intellectual property rights and prevent Defendants from benefitting  
3 from their wrongful conduct, Plaintiff has initiated this action seeking cancellation  
4 of Treefrog's federally registered trademarks pursuant to 15 U.S.C. §§ 1064 and  
5 1119; for trademark infringement and unfair competition under 15 U.S.C. §  
6 1125(a); false designation of origin under 15 U.S.C. § 1125(a); cybersquatting  
7 under 15 U.S.C. § 1125(d); trademark dilution under 15 U.S.C. § 1125(c);  
8 trademark infringement under Florida Statute § 495.151; common law trademark  
9 infringement; and unfair competition under common law.  
10  
11

## 12 **PARTIES**

13  
14  
15 10. Seal Shield is a Florida limited liability company with offices in  
16 Orlando, Florida.

17  
18 11. Otter is a Colorado limited liability company, having its principal  
19 place of business at 209 S. Meldrum Street, Fort Collins, Colorado 80521.

20  
21 12. Treefrog is a Delaware corporation, having its principal place of  
22 business at 15110 Avenue of Science, San Diego, California 92128.

23  
24 13. OtterBox is a Colorado corporation, having its principal place of  
25 business at 416 W. Oak Street, Fort Collins, Colorado 80521.

## 26 **JURISDICTION AND VENUE**

27  
28 14. This Court has subject matter jurisdiction of this action under 15  
U.S.C. §§ 1119, 1121, and 1125, and 28 U.S.C. §§ 1331-1332, 1338, and 1367.

1 This action is filed, *inter alia*, under the United States Trademark Act of July 5,  
2 1946, as amended, 15 U.S.C. §§ 1051 *et seq.* (the "Lanham Act").

3  
4 15. This Court has supplemental jurisdiction over the claims in this  
5 Complaint that arise under the statutory and common law of the State of Florida  
6 pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the  
7 federal claims that they form part of the same case or controversy and derive from  
8 a common nucleus of operative facts.  
9

10 16. The amount in controversy between the parties exceeds \$75,000.  
11

12 17. This Court has personal jurisdiction over Defendants because they  
13 have extensive contacts with, and conduct business within, the State of Florida and  
14 the Middle District of Florida; Defendants registered and used an infringing  
15 domain name WWW.LIFEPROOF.COM, which website is accessible within the  
16 State of Florida; Defendants have caused their infringing products to be advertised,  
17 promoted, and sold in the Middle District of Florida; the causes of action asserted  
18 in this Complaint arise out of Defendants' contacts with the Middle District of  
19 Florida; and because Defendants committed the acts described in this Complaint,  
20 which acts were intended to and did caused injury to Plaintiff within the State of  
21 Florida and within the Middle District of Florida.  
22  
23  
24  
25

26 18. Pursuant to the Lanham Act, the Court has jurisdiction to order the  
27 USPTO to make appropriate entries on the Federal Register with respect to the  
28 LIFEPROOF mark.

1           19. Venue is proper in the Middle District of Florida, pursuant to 28  
2 U.S.C. § 1391(b), because a substantial part of the events giving rise to the claim  
3 occurred in there, and Defendants transact business and have committed the acts  
4 described herein in the Middle District of Florida, including, but not limited to,  
5 registering, maintaining, and selling products using the Infringing Marks.  
6

## 7                                   **GENERAL ALLEGATIONS**

### 8                                   **PLAINTIFF'S LIFEPROOF MARKS**

9  
10           20. Seal Shield is a leading manufacturer of waterproof computer  
11 peripherals; waterproof input devices; infection control products; and waterproof  
12 protective cases and related accessories for portable handheld electronic devices,  
13 including iPhones, iPads, Amazon Kindles, and Amazon e-readers. Seal Shield  
14 also sells an extensive selection of antimicrobial solutions and related products  
15 directly to other manufacturers. Seal Shield's waterproof products are of particular  
16 importance in the healthcare setting, where they can be utilized to reduce the  
17 incidence of cross contamination infections. Via partnerships with leading  
18 distributors, Seal Shield's products are available throughout the United States and  
19 the world. (See Whitchurch Decl. ¶ 3.)  
20  
21  
22  
23

24           21. Seal Shield has engaged in strategic acquisitions to expand its  
25 distribution and product offerings and, in January 2013, acquired the assets of  
26 KlearKase, a premier designer and manufacturer of protective enclosures for  
27 portable handheld electronic devices, including the Amazon Kindle and Amazon e-  
28

1 readers. That acquisition expanded Seal Shield's offerings in the protective  
 2 enclosure market, gave it access to novel waterproofing technology, and secured  
 3 for Seal Shield's benefit the valuable Lifeproof Marks. (See Whitchurch Decl. ¶ 4;  
 4 Ex. B - KlearKase Amazon Web pages; Ex. C - KlearKase Product Packaging) (A  
 5 true and correct copy of the Trademark Assignment pursuant to which Seal Shield  
 6 acquired, from KlearKase, all of KlearKase's rights in and to the Lifeproof Marks,  
 7 is attached hereto as Ex. "H" and incorporated by reference as though set forth  
 8 herein.)  
 9  
 10  
 11

12 22. At least as early as June 2010, KlearKase adopted and began using the  
 13 Lifeproof Marks throughout the United States in connection with the  
 14 advertisement, promotion, and sale of waterproof, dustproof, and shockproof  
 15 protective enclosures for portable handheld electronic devices. (See Decl.  
 16 Vaillancourt ¶¶ 4-5, June 20, 2013, attached hereto as Ex. "I" and incorporated  
 17 herein by reference; Whitchurch Decl. ¶ 5; see also Ex. B - KlearKase Amazon  
 18 Web pages; Ex. C - KlearKase Product Packaging.)  
 19  
 20  
 21

22 23. The protective enclosures sold under the Lifeproof Marks quickly  
 23 became popular and developed a reputation for protecting portable handheld  
 24 electronic devices from water, dust, and shock. The protective enclosures sold  
 25 under the Lifeproof Marks have been highly rated and favorably reviewed on  
 26 [www.Amazon.com](http://www.Amazon.com) and in the industry press. (See *e.g.*, the Today Show:  
 27 <http://www.today.com/id/29054368/vp/43608425/#43608425>;  
 28 MSNBC:



1 [http://www.today.com/id/43158788/ns/travel-travel\\_tips/#.UcMTTJwc0Ug](http://www.today.com/id/43158788/ns/travel-travel_tips/#.UcMTTJwc0Ug); CNET  
2 News: [http://news.cnet.com/8301-17938\\_105-20081599-1/klearkase-ships-water-](http://news.cnet.com/8301-17938_105-20081599-1/klearkase-ships-water-resistant-kindle-3-case/)  
3 [resistant-kindle-3-case/](http://news.cnet.com/8301-17938_105-20081599-1/klearkase-ships-water-resistant-kindle-3-case/); Wired.com: [http://www.wired.com/geekdad/2010/08/take-](http://www.wired.com/geekdad/2010/08/take-your-kindle-to-the-beach-with-impunity/)  
4 [your-kindle-to-the-beach-with-impunity/](http://www.wired.com/geekdad/2010/08/take-your-kindle-to-the-beach-with-impunity/); and additional press releases and  
5 customer reviews can be found at <http://www.klearkase.com/reviews/>.)  
6  
7

8 24. Given the early success of its initial products bearing the Lifeproof  
9 Marks, KlearKase subsequently released a number of additional products bearing  
10 those marks. The subsequent protective cases have enjoyed success comparable to  
11 that of the original, and, like the original cases, have been widely distributed  
12 throughout the United States, primarily via the internet. (See Ex. B - KlearKase  
13 Amazon Web pages; Ex. C - KlearKase Product Packaging.)  
14  
15

16 25. As a result of the consumer appeal and popularity of its protective  
17 cases, the Lifeproof Marks have come to embody the reputation and goodwill that  
18 KlearKase and Seal Shield have earned in the marketplace for producing high  
19 quality products. The Lifeproof Marks are therefore valuable assets now owned by  
20 Seal Shield.  
21  
22

### 23 **DEFENDANTS' INFRINGING LIFEPROOF MARK**

24 26. Plaintiff is informed and believes, and based thereon alleges, that  
25 Defendants are manufacturers and distributors of protective enclosures and related  
26 accessories for mobile devices, *e.g.*, iPhones and iPads. (See Ex. E - Treefrog's  
27 Use of Infringing Marks in Commerce.)  
28

1           27. Plaintiff is informed and believes, and based thereon alleges, that  
2 Otter, on or about May of 2013, acquired Treefrog, a competitor in the protective  
3 mobile case market. (See Exs. F - the Otter Press Release and G – the Term Loan  
4 IP Security Agreement.)  
5

6           28. Plaintiff is informed and believes, and based thereon alleges, that  
7 OtterBox, on or about May of 2013, acquired Treefrog, a competitor in the  
8 protective mobile case market. (See Ex. F - the Otter Press Release ; see also Ex. G  
9 – the Term Loan IP Security Agreement.)  
10  
11

12           29. On or about May 27, 2011, well after KlearKase introduced its cases  
13 bearing the Lifeproof Marks, Defendants, through Treefrog, introduced and began  
14 selling a waterproof, shockproof, and dustproof case under the mark LIFEPROOF,  
15 which is now owned by Otter and OtterBox. As it has grown in dominance in the  
16 protective case industry, Treefrog has garnered a reputation for misappropriating  
17 the intellectual property of its competitors. In fact, Otter, at the time of its  
18 acquisition of Treefrog, was engaged in contentious litigation with Treefrog,  
19 wherein it alleged Treefrog had built its business by selling products which  
20 infringed Otter's intellectual property. (See Otter Prods., LLC v. Treefrog Devs.,  
21 Inc., 1:11-cv-02180-WJM-KMT (D. Colo. dismissed May 22, 2013).)  
22  
23  
24  
25

26           30. Defendants' cases, like Plaintiff's, provide portable handheld  
27 electronic devices protection from water, shock, and dust. (See Ex. E - Treefrog's  
28 Use of Infringing Marks in Commerce.)

1        31. Since introducing their LIFEPROOF branded protective cases in  
2 2011, Defendants, through Treefrog, have utilized substantial financial resources to  
3 promote and sell their LIFEPROOF branded cases broadly and throughout the  
4 United States.  
5

6        32. As a result of the strength of the Lifeproof Marks and the reputation  
7 and goodwill embodied thereby, Defendants have enjoyed substantial success in  
8 the marketplace for their LIFEPROOF branded cases.  
9

10        33. Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants have earned substantial revenue from sales of their LIFEPROOF cases.  
12 Accordingly, Defendants have profited unjustly through misappropriation of  
13 Plaintiff's Lifeproof Marks.  
14  
15

16        **DEFENDANTS' BAD FAITH USE OF THE LIFEPROOF MARK**

17        34. Plaintiff is informed and believes, and based thereon alleges,  
18 sometime before January 25, 2013, Treefrog became aware of Plaintiff's senior  
19 rights in the Lifeproof Marks. (See Composite Ex. D - USPTO Serial No.  
20 85832930 and USPTO Serial No. 85832902.)  
21  
22

23        35. On May 10, 2013, Defendants, through Treefrog, initiated an action in  
24 the United States District Court for the Central District of California, Southern  
25 Division, for, *inter alia*, trademark infringement and dilution, false designation of  
26 origin, trade dress infringement, and unfair competition against Miles & Co., LLC,  
27 and NCrowd, Inc., based on Defendants' purported rights in the LIFEPROOF  
28

1 mark. The allegations in that proceeding included the misleading and false claim  
2 that it is the exclusive owner of federally registered and common law trademarks  
3 as to the LIFEPROOF mark. (See Treefrog Devs., Inc. v. Miles & Co., 8:13-cv-  
4 00754-CJC-AN (C.D. Cal. May 10, 2013).)

5  
6 36. On or about July 12, 2010, Defendants, through Treefrog, filed an  
7 intent-to-use trademark application with the USPTO to register the LIFEPROOF  
8 trademark for use on the following goods in Class 9: “Accessories for electronic  
9 goods and communications apparatus, namely, protective housings, carrying cases,  
10 cases and covers for portable electronic goods and communications apparatus,  
11 namely, cell phones, lap tops, tablet computers for ebook, magazine and newspaper  
12 reading, and portable media players.” (See Composite Ex.D - USPTO Registration  
13 No. 4,057,201.)  
14  
15  
16

17 37. On or about January 25, 2013, Defendants, through Treefrog, filed an  
18 intent-to-use trademark application with the USPTO to register the LIFE PROOF  
19 trademark for use on the following goods in Class 9:  
20  
21

22 Accessories for electronic goods, home electronics, personal  
23 electronics and communications apparatus, namely, headphones;  
24 audio speakers; televisions; earphones; wired and wireless headsets  
25 with microphones for use with mobile telephones, electronic tablets  
26 and computers; battery chargers; and portable power battery packs;  
27 protective housings, carrying cases, casings and covers for portable  
28 electronic goods and communications apparatus, namely, cell phones,  
portable handheld digital electronic devices for recording, organizing,  
transmitting, manipulating, and reviewing audio and video files,  
portable media players, personal computers, laptops, tablet computers,  
computer monitors, laptop computer cooling pads and cameras; home

1 electronics and personal electronics, namely, cell phones; computer  
2 tablets; portable handheld digital electronic devices for recording,  
3 organizing, transmitting, manipulating, and reviewing audio and video  
4 files; personal computers and laptop computers; computer monitors;  
5 laptop computer cooling pads; cameras; computer application  
6 software for computers, electronic tablets and mobile phones, namely,  
7 application software for following spectator sporting activities that  
8 allows users to obtain game scores, team statistics, and individual  
9 athlete statistics as well as review game highlights and monitor annual  
10 athlete selections by professional sports teams; computer application  
11 software for computers, electronic tablets and mobile phones, namely,  
12 application software for monitoring the user's personal performance  
13 and personal statistics when participating in individual or team  
14 sporting activities; computer application software for computers,  
15 electronic tablets and mobile phones, namely, application software for  
16 monitoring the user's health characteristics and fitness conditions.  
17 bags, cases, and holsters all specially adapted for holding or carrying  
18 mobile electronic devices, namely, mobile phones, electronic tablets,  
19 electronic book readers and laptop computers and mobile electronic  
20 device accessories for use therewith, namely, belt clips, shoulder  
21 straps, or hand straps sold as a unit with the bags, cases, and holsters;  
22 computer bags; messenger bags specially adapted for holding laptops  
23 and electronic tablets, messenger bags specially adapted for holding  
24 electronic book readers, wheeled messenger bags specially adapted  
25 for holding laptops.

19 (See Composite Ex. D - USPTO Serial No. 85832930.)

20 38. On or about January 25, 2013, Defendants, through Treefrog, filed an  
21 intent-to-use trademark application with the USPTO to register the LIFE-PROOF  
22 trademark for use on the following goods in Class 9:  
23

24 Accessories for electronic goods, home electronics, personal  
25 electronics and communications apparatus, namely, headphones;  
26 audio speakers; televisions; earphones; wired and wireless headsets  
27 with microphones for use with mobile telephones, electronic tablets  
28 and computers; battery chargers; and portable power battery packs;  
protective housings, carrying cases, casings and covers for portable  
electronic goods and communications apparatus, namely, cell phones,

portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files, portable media players, personal computers, laptops, tablet computers, computer monitors, laptop computer cooling pads and cameras; home electronics and personal electronics, namely, cell phones; computer tablets; portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files; personal computers and laptop computers; computer monitors; laptop computer cooling pads; cameras; computer application software for computers, electronic tablets and mobile phones, namely, application software for following spectator sporting activities that allows users to obtain game scores, team statistics, and individual athlete statistics as well as review game highlights and monitor annual athlete selections by professional sports teams; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's personal performance and personal statistics when participating in individual or team sporting activities; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's health characteristics and fitness conditions. bags, cases, and holsters all specially adapted for holding or carrying mobile electronic devices, namely, mobile phones, electronic tablets, electronic book readers and laptop computers and mobile electronic device accessories for use therewith, namely, belt clips, shoulder straps, or hand straps sold as a unit with the bags, cases, and holsters; computer bags; messenger bags specially adapted for holding laptops and electronic tablets, messenger bags specially adapted for holding electronic book readers, wheeled messenger bags specially adapted for holding laptops

(See Composite Ex. D - USPTO Serial No. 85832902.)

### **HARM TO PLAINTIFF AND THE GENERAL PUBLIC**

39. Defendants' adoption of Seal Shield's Lifeproof Marks has caused consumer confusion in the marketplace.

40. Defendants' unauthorized registration and/or use of the Infringing Marks is likely to cause confusion, mistake, and deception as to the source or

1 origin of the Lifeproof Marks, and is likely to falsely suggest a sponsorship,  
2 connection, license, or association of Defendants and the Infringing Marks with  
3 Plaintiff.  
4

5 41. The actions of Defendants complained of herein are likely to impair  
6 the value of the Lifeproof Marks and injure the business reputation of Plaintiff.  
7 (Compare Ex. E - Treefrog's Use of Infringing Marks in Commerce, and Ex. B -  
8 KlearKase Amazon Web pages, with Ex. C - KlearKase Product Packaging.)  
9

10 42. The sales of Defendants' products have resulted in lost sales, have  
11 reduced the business and profit of Plaintiff, and have greatly injured the general  
12 reputation of Plaintiff.  
13

14 43. Defendants' activities have irreparably harmed and, if not enjoined,  
15 will continue to irreparably harm the general public, which has an inherent interest  
16 in being free from confusion, mistake, and deception.  
17

18 44. Defendants' activities have irreparably harmed and, if not enjoined,  
19 will continue to irreparably harm Plaintiff and Plaintiff's valuable Lifeproof  
20 Marks.  
21

## 22 **COUNT I**

### 23 **CANCELLATION OF TRADEMARK REGISTRATION**

#### 24 **PURSUANT TO 15 U.S.C. §§ 1064 AND 1119**

25 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through  
26 44 as though fully set forth here.  
27  
28

1           46. Defendants do not have any valid or enforceable trademark rights in  
2 the Lifeproof Marks.

3           47. Plaintiff used, in commerce, the Lifeproof Marks prior to Defendants'  
4 use of the Infringing Marks.

5           48. Plaintiff used, in commerce, the Lifeproof Marks prior to Defendants'  
6 submission of USPTO Serial No. 85082487.

7           49. Plaintiff used, in commerce, the Lifeproof Marks prior to Defendants'  
8 submission of USPTO Serial No. 85832930.

9           50. Plaintiff used, in commerce, the Lifeproof Marks prior to Defendants'  
10 submission of USPTO Serial No. 85832902.

11           51. Plaintiff is informed and believes, and based thereon alleges, that  
12 Treefrog, in connection with USPTO Serial No. 85082487, submitted specimens to  
13 the USPTO on or about September 13, 2011, alleging continuous use of the  
14 LIFEPROOF mark.

15           52. Treefrog asserted the specimens established use in commerce of the  
16 LIFEPROOF mark as of May 27, 2011.

17           53. Plaintiff is informed and believes, and based thereon alleges, that the  
18 LIFEPROOF mark was not used in commerce beginning May 27, 2011.

19           54. Plaintiff is informed and believes, and based thereon alleges, that the  
20 specimens submitted by Treefrog did not show current use of the LIFEPROOF  
21 mark in connection with the goods identified in Trademark Registration No.  
22  
23  
24  
25  
26  
27  
28



1 4,057,201, in violation of 15 U.S.C. § 1058.

2 55. Plaintiff is informed and believes, and based thereon alleges, that  
3 Treefrog knowingly made false statements in its Section 8 and 15 Affidavits in  
4 connection with USPTO Serial No. 85082487 in support of registration of the  
5 LIFEPROOF mark.  
6

7 56. Plaintiff is informed and believes, and based thereon alleges, that  
8 Treefrog knowingly made verified statements alleging continuous use of the  
9 LIFEPROOF mark at the time of filing the Section 8 and 15 Affidavits in  
10 connection with USPTO Serial No. 85082487 in support of registration of the  
11 LIFEPROOF mark which were false. In so doing, Treefrog committed fraud on the  
12 USPTO so that the resulting registration, i.e., Registration No. 4,057,201, should  
13 be cancelled.  
14  
15  
16

17 57. Plaintiff is informed and believes, and based thereon alleges, that  
18 Treefrog has committed fraud in procuring Registration No. 4,057,201 for  
19 LIFEPROOF, thus making Treefrog's registration of LIFEPROOF *void ab initio*.  
20  
21

22 58. Registration No. 4,057,201 for LIFEPROOF is confusingly similar to  
23 the Lifeproof Marks.  
24

25 59. Plaintiff is informed and believes, and based thereon alleges, that  
26 applications submitted by Defendants for LIFE PROOF (Serial No. 85832930) and  
27 LIFE-PROOF (Serial No. 85832902) contained representations which were false.  
28

60. Applications submitted by Defendants for LIFE PROOF (Serial No.

1 85832930) and LIFE-PROOF (Serial No. 85832902) might, during the pendency  
2 of the instant litigation, result in the federal registration of those marks.

3  
4 61. Defendants' use of the LIFEPROOF mark has diluted and will  
5 continue to dilute Plaintiff's Lifeproof Marks and is likely to impair the  
6 distinctiveness of the Lifeproof Marks.

7  
8 62. Defendants' contemplated use of the LIFE PROOF and LIFE-PROOF  
9 marks will dilute Plaintiff's Lifeproof Marks and would impair the distinctiveness  
10 of the Lifeproof Marks.

11  
12 63. Plaintiff is informed and believes, and based thereon alleges, that  
13 Treefrog knew or should have known that such misrepresentations of fact  
14 identified herein were false and/or misleading.

15  
16 64. Plaintiff is entitled to declaratory relief, pursuant to 15 U.S.C. §§  
17 1064 and 1119, cancelling Registration No. 4,057,201 and establishing that  
18 Plaintiff is the senior user of the Lifeproof Marks and thereby entitled to use the  
19 Lifeproof Marks on its products.

20  
21  
22 65. Plaintiff is entitled to damages pursuant to 15 U.S.C. § 1120.

23 **COUNT II**

24 **FEDERAL TRADEMARK INFRINGEMENT AND UNFAIR**

25 **COMPETITION UNDER 15 U.S.C. § 1125(a)**

26  
27 66. Plaintiff re-alleges and incorporates by reference paragraphs 1 through  
28 65 as though fully set forth here.

1           67. Plaintiff began offering and selling waterproof, dustproof, and  
2 shockproof protective cases under the Lifeproof Marks in the United States since at  
3 least as early as June 2010 and has used the Lifeproof Marks continuously in  
4 United States commerce since that time. (See Whitchurch Decl. ¶ 5; Vaillancourt  
5 Decl. ¶¶ 4-5; see also Ex. B - KlearKase Amazon Web pages; Ex. C - KlearKase  
6 Product Packaging.)  
7  
8

9           68. Plaintiff's Lifeproof marked goods are made available in the United  
10 States on its website WWW.KLEARKASE.COM and through  
11 WWW.AMAZON.COM. (See Ex. B - KlearKase Amazon Web pages; Ex. C -  
12 KlearKase Product Packaging.)  
13  
14

15           69. Plaintiff has invested substantial, time, effort, and financial resources  
16 in the development, promotion, and sale of its Lifeproof marked cases in interstate  
17 commerce in the United States. The Lifeproof Marks have become, through  
18 widespread and favorable public acceptance and recognition, an asset of substantial  
19 value as a symbol of Seal Shield, its quality products and services, and its  
20 reputation and goodwill.  
21  
22

23           70. Notwithstanding Plaintiff's senior rights in the Lifeproof Marks,  
24 beginning on or about May 27, 2011, Defendants adopted and began to use the  
25 Lifeproof Marks in interstate commerce in connection with the sale and offering  
26 for sale of their waterproof, shockproof, and dustproof protective cases. (See  
27 Composite Ex. D. - USPTO Registration No. 4,057,201.)  
28

1           71. Plaintiff is informed and believes, and based thereon alleges, that  
2 Defendants adopted and/or used the Infringing Marks with knowledge of  
3 Plaintiff's Lifeproof Marks, without Plaintiff's consent, and in contravention of  
4 Plaintiff's rights. Moreover, Defendants have continued to use the Infringing  
5 Marks in connection with the sale, offering for sale, distribution, and promotion of  
6 their goods. (See Ex. E - Treefrog's Use of Infringing Marks in Commerce.)  
7

8  
9           72. The Infringing Marks are identical to Plaintiff's Lifeproof Marks in  
10 appearance, sound, and meaning; are being used in connection with the identical  
11 type of goods as those offered by Plaintiff; are being offered through the same  
12 channels of trade; and target the same consumer market. (Compare Ex. E -  
13 Treefrog's Use of Infringing Marks in Commerce, and Ex. B - KlearKase Amazon  
14 Web pages, with Ex. C - KlearKase Product Packaging.)  
15  
16

17           73. The instantaneous nature of Internet navigation, the speed at which  
18 people navigate and are presented with advertisements, images and/or data on the  
19 Internet, and the speed at which consumers perform transactions on the Internet, all  
20 tend to increase the risk of confusion or mistake about the source of a product or  
21 service.  
22  
23

24           74. Defendants' continued use of the Lifeproof Marks has injured and will  
25 continue to injure Plaintiff by causing a likelihood that the public will continue to  
26 be confused into believing that the goods provided by Defendants are endorsed or  
27 sponsored by Seal Shield and constitutes trademark infringement and unfair  
28

1 competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

2 75. Seal Shield has no control over the nature and quality of the goods  
3 offered by Defendants under the LIFEPROOF mark, and Seal Shield's reputation  
4 and goodwill will be damaged and the value of its common law Lifeproof Marks  
5 jeopardized by Defendants' continued use of the LIFEPROOF name and Lifeproof  
6 Marks.  
7

8  
9 76. Because of the actual confusion and the likelihood of continued  
10 confusion between the parties' marks, any defects, objections, or faults found with  
11 Defendants' products and services offered under the LIFEPROOF mark could  
12 negatively reflect upon and injure the reputation that Seal Shield has established  
13 for the goods it offers in connection with its Lifeproof Marks.  
14  
15

16 77. In the alternative, the confusion created by Defendants adoption of the  
17 Infringing Marks and aggressive promotion of their products bearing the Lifeproof  
18 Marks has overwhelmed the market presence of Seal Shield's products bearing the  
19 Lifeproof Marks, resulting in reverse confusion. Defendants' acts, as alleged  
20 herein, could cause consumers to believe that Seal Shield is the unauthorized  
21 infringer of Defendants' purported Lifeproof Marks, resulting in injury to Seal  
22 Shield's reputation and goodwill in its business and valuable Lifeproof Marks.  
23  
24  
25

26 78. As a result of Defendants' infringement of Plaintiff's Lifeproof  
27 Marks, Plaintiff has incurred damages in an amount to be proven at trial consisting  
28 of, among other things, diminution in the value of and goodwill associated with the

marks, as well as all other relief available to Plaintiff.

79. Defendants' unauthorized use of the LifeProof Marks in interstate commerce as described herein constitutes trademark infringement and unfair competition under 15 U.S.C. § 1125(a), as it is likely to cause consumer confusion, mistake, or deception.

### **COUNT III**

#### **FEDERAL FALSE DESIGNATION OF ORIGIN**

#### **UNDER 15 U.S.C. § 1125(a)**

80. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 79 as though fully set forth here.

81. In connection with Defendants' goods, Defendants have used in commerce and without Plaintiff's authorization or consent the Infringing Marks for protective case products, which Infringing Marks are identical to Plaintiff's LifeProof Marks in appearance, sound, meaning, and commercial impression. (Compare Ex. E - Treefrog's Use of Infringing Marks in Commerce, and Ex. B - KlearKase Amazon Web pages, with Ex. C - KlearKase Product Packaging.)

82. Such acts have caused confusion, and are likely to continue to cause confusion and deception among the purchasing public and/or are likely to lead the consuming public to believe that Plaintiff has authorized, approved, or somehow sponsored Defendants' products. (Compare Ex. E - Treefrog's Use of Infringing Marks in Commerce, and Ex. B - KlearKase Amazon Web pages, with Ex. C -

1 KlearKase Product Packaging.)

2 83. Defendants' unauthorized sale and marketing of their products in  
3 interstate commerce using the Lifeproof Marks constitutes a use of a false  
4 designation of origin or false representation that wrongfully and falsely designates  
5 Defendants' products as originating from or connected with Plaintiff, and  
6 constitutes the use of false descriptions or representations in interstate commerce in  
7 violation of 15 U.S.C. § 1125 (a).  
8  
9

10 84. Defendants' false designation of origin and false description through  
11 its use of the Infringing Marks has caused, and if not enjoined will continue to  
12 cause, irreparable and continuing harm to Plaintiff's Lifeproof Marks, business,  
13 reputation, and goodwill.  
14  
15

16 85. As a direct and proximate result of Defendants' wrongful use of the  
17 Infringing Marks, Seal Shield has been and will continue to be damaged by,  
18 without limitation, the diminution in the value of its trademarks, reputation,  
19 business, and goodwill in an amount to be proven at trial, as well as all other relief  
20 available to Plaintiff.  
21  
22

23 86. Plaintiff is informed and believes, and based thereon alleges, that  
24 Defendants adopted and/or continued to use the Infringing Marks with knowledge  
25 of Plaintiff's senior rights to the Lifeproof Marks, and with the intent to create a  
26 likelihood of confusion with regard to and/or trade off of Seal Shield's Lifeproof  
27 Marks.  
28

**COUNT IV**

**VIOLATION OF ANTI-CYBERSQUATTING CONSUMER PROTECTION**

**ACT UNDER 15 U.S.C. § 1125(a)**

87. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 86 as though fully set forth here.

88. Plaintiff is informed and believes, and based thereon alleges, that Defendants acquired the WWW.LIFEPROOF.COM domain name (the "**Infringing Domain**") in January 2011, and that Defendants subsequently made use of the Infringing Domain. (True and correct copies of the domain name registration records reflecting the Registration of the Infringing Domain, and screenshots of the Infringing Domain Website as of June 19, 2013, reflecting Defendants' use of the Infringing Domain, are attached hereto as Exs. "J" and "K" respectively, and incorporated herein by reference.)

89. Seal Shield, through KlearKase, began using the distinctive Lifeproof Marks prior to Defendants' acquisition of the Infringing Domain. (See Whitchurch –Decl. ¶ 5; VaillancourtDecl. ¶¶ 4-5; Ex. B - KlearKase Amazon Web pages; Ex. C - KlearKase Product Packaging; and compare with Composite Ex. D - Treefrog's USPTO Registrations and Applications of Infringing Marks.) By the time Defendants acquired the Infringing Domain, the Lifeproof Marks were widely recognized as an indicator of source for Plaintiff's protective cases for electronic handled devices. (See Ex. B. - KlearKase Amazon Web pages; Ex. C - KlearKase



Product Packaging.)

90. Defendants' Infringing Domain is identical to Plaintiff's Lifeproof Marks. (Compare Ex. J - the Registration of the Infringing Domain, and Ex. K - the Infringing Domain Name Website, with Ex. B - KlearKase Amazon Web pages, and Ex. C - KlearKase Product Packaging.)

91. Plaintiff is informed and believes, and based thereon alleges, that Defendants acquired and/or have continued to use the Infringing Domain with a bad faith intent to profit from Plaintiff's Lifeproof Marks.

92. Defendants' actions have caused, and continue to cause, great and irreparable injury to Plaintiff. Unless these acts are restrained by this Court, they will continue, and Plaintiff will continue to suffer such injury.

93. Plaintiff is entitled to cancellation of Defendants' Infringing Domain Registration and transfer of the Infringing Domain Website to Plaintiff, along with monetary compensation and statutory penalties pursuant to the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d) and all other relief available.

## **COUNT V**

### **COMMON LAW TRADEMARK INFRINGEMENT**

94. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 93 as though fully set forth here.

95. Plaintiff began offering and selling waterproof, dustproof, and

1 shockproof protective cases under the Lifeproof Marks within the State of Florida  
2 at least as early as June 2010 and has used the Lifeproof Marks continuously in  
3 commerce within the State of Florida since that time. (See Ex. B - KlearKase  
4 Amazon Web pages; Ex. C - KlearKase Product Packaging.)

5  
6 96. Notwithstanding Plaintiff's senior rights in the Lifeproof Marks,  
7  
8 beginning on or about May of 2011, Defendants adopted and began to use the  
9 Lifeproof Marks within the State of Florida in connection with the sale and  
10 offering for sale of their waterproof, shockproof, and dustproof protective cases.  
11  
12 (See Composite Ex. D. - USPTO Registration No. 4,057,201.)

13 97. Defendants' acts alleged herein and specifically, without limitation,  
14  
15 Defendants' use of the Infringing Marks, infringe Plaintiff's exclusive trademark  
16 rights in the Lifeproof Marks, in violation of the common law of Florida.  
17  
18 (Compare Ex. E - Treefrog's Use of Infringing Marks in Commerce, and Ex. B -  
19 KlearKase Amazon Web pages, with Ex. C - KlearKase Product Packaging.)

20 98. The Infringing Marks are identical to Plaintiff's Lifeproof Marks in  
21 appearance, sound, and meaning; are being used in connection with the identical  
22 type of goods as those offered by Plaintiff; are being offered through the same  
23 channels of trade; and target the same consumer market. (Compare Ex. E -  
24 Treefrog's Use of Infringing Marks in Commerce, and Ex. B - KlearKase Amazon  
25 Web pages, with Ex. C - KlearKase Product Packaging.)

26 99. Defendants' continued use of the Lifeproof Marks has injured and will  
27  
28

1 continue to injure Plaintiff by causing a likelihood that the public will continue to  
2 be confused into believing that the goods provided by Defendants are endorsed or  
3 sponsored by Seal Shield.  
4

5 100. Because of the actual confusion and the likelihood of continued  
6 confusion between the parties' marks, any defects, objections, or faults found with  
7 Defendants' products and services offered under the LIFEPROOF mark could  
8 negatively reflect upon and injure the reputation that Seal Shield has established  
9 for the goods it offers in connection with its Lifeproof Marks.  
10  
11

12 101. Defendants' acts as alleged above, if not enjoined, will continue.  
13

14 102. As a result of Defendants' acts, as alleged above, Plaintiff has  
15 incurred damages in an amount to be proven at trial consisting of, among other  
16 things, diminution in the value of the goodwill associated with Plaintiff's Lifeproof  
17 Marks, as well as monetary damages and all other relief available to Plaintiff.  
18

## 19 **COUNT VI**

### 20 **COMMON LAW UNFAIR COMPETITION**

21  
22 103. Plaintiff re-alleges and incorporates by reference paragraphs 1 through  
23 102 as though fully set forth here.  
24

25 104. Plaintiff is informed and believes, and based thereon alleges, that  
26 Defendants have engaged in and continue to engage in unfair competition by using  
27 the Infringing Marks with the intention of interfering with and trading on the  
28 business reputation and goodwill engendered by Plaintiff in the Lifeproof Marks

1 through Plaintiff's hard work and diligent effort.

2 105. Defendants' use of the Infringing Mark is likely to cause consumers to  
3 believe Defendants' protective enclosure for portable electronic handheld devices  
4 originate from the same source as Plaintiff's waterproof, dustproof, and shockproof  
5 protective enclosures for portable handheld electronic devices.  
6

7  
8 106. Defendants' acts have caused Plaintiff competitive injury, as  
9 described herein, and have also caused Plaintiff to incur damages in an amount to  
10 be proven at trial consisting of, among other things, diminution in the value of  
11 Plaintiff's Lifeproof Marks, as well as all other relief available to Plaintiff.  
12

13 107. Further, Defendants' acts as alleged above, and specifically, without  
14 limitation, Defendants' use of the Infringing Marks must be enjoined or the  
15 damage to Plaintiff will continue. Plaintiff has no other adequate remedy at law to  
16 obtain this relief.  
17

### 18 **REQUEST FOR RELIEF**

19  
20 **WHEREFORE**, Plaintiff Seal Shield, LLC, respectfully prays:

21 **A.** That this Court grant permanent injunctive relief: (i) enjoining  
22 Defendants and all others acting in concert with and having knowledge thereof  
23 from using the Lifeproof Marks, and any similar trade name or mark or variant  
24 thereof, as a trade name, trademark, service mark, domain name, or for any other  
25 purpose and declaratory judgment establishing that Plaintiff is the senior user of  
26 the Lifeproof Marks and thereby entitled to use the Lifeproof Marks on its  
27  
28

1 products, or, in the alternative (ii) enter a judgment declaring Defendants do not  
2 have exclusive rights to the Lifeproof Marks and cannot force Plaintiff to refrain  
3 from using the Lifeproof Marks on Plaintiff's goods;  
4

5 **B.** That this court enter final judgment cancelling the USPTO registration  
6 of the LIFEPROOF mark (Registration No. 4,057,201) and directing the Director  
7 of the USPTO to remove such registration from the Principal Register and further  
8 instructing the USPTO to record the declaratory judgment;  
9

10 **C.** That this court enter final judgment cancelling the USPTO  
11 registrations, if any, which result from applications submitted by Defendants for  
12 LIFE PROOF (Serial No. 85832930) and LIFE-PROOF (Serial No. 85832902) and  
13 directing the Director of the USPTO to remove such registration from the Principal  
14 Register;  
15  
16

17 **D.** That this Court declare the pending LIFE PROOF and LIFE-PROOF  
18 USPTO trademark applications void *ab initio*;  
19

20 **E.** That this Court order Defendants to account to Plaintiff and disgorge  
21 any and all revenues and profits that Defendants have derived from their wrongful  
22 actions;  
23

24 **F.** That this Court hold Defendants liable for all compensatory and/or  
25 statutory damages suffered by Plaintiff resulting from the acts alleged;  
26

27 **G.** That this Court declare Defendants liable to Plaintiff for violation of  
28 15 U.S.C. § 1120;

1           **H.**     That this Court award Plaintiff damages pursuant 15 U.S.C. § 1120;

2           **I.**     That this Court award Plaintiff treble damages, reasonable attorney's  
3 fees and expenses, and costs;  
4

5           **J.**     That this Court order the Registrar of the [WWW.LIFEPROOF.COM](http://WWW.LIFEPROOF.COM)  
6 domain name and any other domain names containing the LIFEPROOF mark  
7 and/or any variant thereof and registered to either one of the Defendants to cancel  
8 the registrations and transfer them to Plaintiff;  
9

10           **K.**    That this Court order Defendants to deliver up all the products,  
11 containers, labels, signs, prints, packages, wrappers, receptacles, advertising,  
12 promotional materials, and the like in its possession, custody, or control bearing  
13 the LIFEPROOF mark.  
14  
15

16           **L.**    That this Court order Defendants to engage in corrective advertising  
17 in an amount double that which Defendants have spent promoting its products and  
18 services under the LIFEPROOF mark;  
19

20           **M.**    That this Court order Defendants to file with the Court and serve on  
21 Plaintiff, within thirty (30) days after entry of the requested injunction, a report in  
22 writing and under oath setting forth in detail the manner and form in which  
23 Defendants have complied with the injunction.  
24  
25

26           **N.**    That this Court grant such other and further relief as it should deem  
27 just and proper.  
28

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as to all claims and causes of action asserted herein which are triable before a jury.

Dated: \_\_\_\_\_, \_\_\_\_\_, 2014

Respectfully submitted,

s/ J. Andrew McCarthy, Jr.

**J. Andrew McCarthy, Jr.**

*(Pro hac vice)*

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*(Pro hac vice)*

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6 *Attorneys for Plaintiff Seal Shield, LLC*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on \_\_\_\_\_, \_\_\_\_\_, 2014, I electronically filed a true and correct copy of the foregoing using the Court's CM/ECF system, which will send a Notice of Electronic Filing to the following counsel of record, who are all deemed to have consented to electronic service per CivLR 5.4(d):

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s/ J. Andrew McCarthy, Jr.

J. Andrew McCarthy, Jr.

## **EXHIBIT "A"**

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA,  
ORLANDO DIVISION**

SEAL SHIELD, LLC, a Florida	)	
limited liability company,	)	
	)	
Plaintiff,	)	
	)	CASE NO.:
-vs-	)	
	)	
OTTER PRODUCTS, LLC, a	)	
Colorado limited liability company,	)	
and TREEFROG	)	
DEVELOPMENTS, INC., d/b/a	)	
LifeProof, a Delaware corporation.	)	
	)	
Defendants.	)	
_____	)	

**DECLARATION OF BRADLEY W. WHITCHURCH**

Before me, the undersigned authority, this day personally appeared Bradley W. Whitchurch, who, after first being duly sworn, deposes and states:

1. I am a United States citizen residing in the State of Florida. I am over the age of eighteen and do not suffer from any mental or physical disabilities that would render me incompetent to testify in this matter. The statements set forth in this Declaration are made of my personal knowledge and/or information provided me by employees and agents of Seal Shield, LLC. If called as a witness, I would testify competently to each of the following facts.

2. I am the Chairman and Managing Member of Seal Shield, LLC ("Seal Shield"). Seal Shield is a Florida limited liability company that maintains its office in Jacksonville, Florida (Duval County).

3. Seal Shield is a manufacturer of waterproof computer peripherals, waterproof input devices, infection control products; and waterproof protective cases and related accessories for

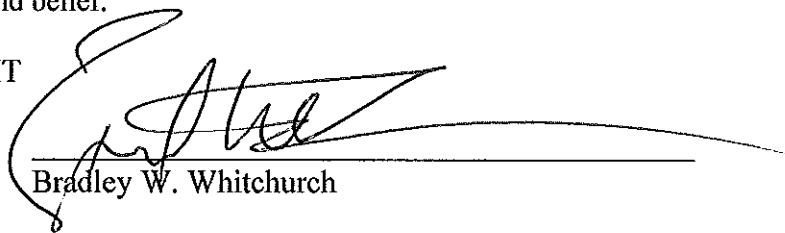
portable handheld electronic devices, including the iPhone, the iPad, Amazon Kindle, and Amazon e-readers. Seal Shield also sells antimicrobial solutions and related products directly to other manufacturers. Seal Shield's waterproof products are of particular importance in the healthcare setting, where they can be utilized to reduce the incidence of cross contamination infections. Via partnerships with leading distributors, Seal Shield's products are available throughout the United States and the world.

4. In order to expand its distribution and product offerings Seal Shield engaged in the strategic acquisition of KlearKase, LLC, in January, 2013. As a result of the acquisition of KlearKase, Seal Shield acquired all the assets of KlearKase, a designer and manufacturer of protective enclosures for portable handheld electronic devices, including the Amazon Kindle. That acquisition expanded Seal Shield's offerings in the protective enclosure market, gave it access to novel waterproofing technology, and secured for Seal Shield's benefit the LIFE PROOF, LIFEPROOF, and LIFE-PROOF Marks (collectively, the "LifeProof Marks"). A true and correct copy of the Trademark Assignment pursuant to which Seal Shield acquired, from KlearKase, all of KlearKase's rights in and to the Lifeproof Marks, is attached hereto as Exhibit "A" and incorporated by reference as though set forth herein.

5. At least as early as June 2010, KlearKase adopted and began using the Lifeproof Marks throughout the United States in connection with the advertisement, promotion, and sale of waterproof, dustproof, and shockproof protective enclosures for portable handheld electronic devices.

6. I declare under penalty of perjury that the foregoing information is true and correctly to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NAUGHT



Bradley W. Whitchurch

STATE OF FLORIDA       }  
COUNTY OF DUVAL       }

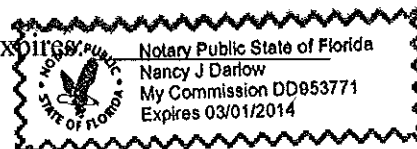
BEFORE ME, the undersigned authority, personally appeared affiant, Bradley W. Whitchurch, who has produced Florida Drivers License as identification and who took an oath, deposes and says that he executed the foregoing Declaration and the statements contained therein are true and correct to the best of affiant's knowledge and belief.

DATED this 20 day of June.

Nancy J. Darlow  
Notary Public at Large – State of Florida

NANCY J. DARLOW  
Printed Name

My Commission Expires



**EXHIBIT “A”**

TO DECLARATION OF BRADLEY W. WHITCHURCH

## TRADEMARK ASSIGNMENT AGREEMENT

---

This Trademark Assignment Agreement ("Agreement") is dated January 9, 2013, by and among Seal Shield LLC, a Florida limited liability company ("Seal Shield") and KlearKase, LLC a Washington limited liability company ("KlearKase")

KlearKase is the owner of certain trademarks, to wit: KLEARKASE (including the stylized KLEARKASE mark attached as EXHIBIT 1) and LIFEPROOF (collectively, the "Marks").

In consideration of the sum of **ONE Dollar (\$1.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged, KlearKase does hereby irrevocably sell, transfer and assign to Seal Shield, its successors and assigns, all of KlearKase's right, title and interest in and to the Marks, including all common law rights, and any and all trademark applications and registrations, along with the goodwill of the business symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks, the same to be held and enjoyed by Seal Shield for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by KlearKase if this assignment had not been made.

KlearKase hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any other country empowered to issue trademark registrations, to record this assignment and to issue or transfer all registrations for said Marks to Seal Shield as owner of all right, title and interest therein.

**FURTHER**, at Seal Shield's sole expense, KlearKase agrees to communicate to Seal Shield, or its representatives, any facts known to KlearKase respecting or regarding said Marks; testify in any legal proceedings, including trademark cancellation proceedings; sign all lawful papers; execute all reasonably necessary assignment papers to cause any and all trademark registrations to be issued to Seal Shield; make all rightful oaths; and generally do everything reasonably necessary and appropriate to aid Seal Shield, its successors and assigns, to obtain and enforce proper protection for said Marks in the United States and the rest of the world.

[SIGNATURE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date first above written.

KLEARKASE, LLC

By   
For Poolinger Management Co. LLC, Its Manger,  
by William Poole VIII, Manager



**EXHIBIT 1**



## **EXHIBIT "B"**

**KLEARKASE LIFEPROOF BRANDED ITEMS SOLD ON AMAZON**

[Julianna's Amazon.com](#) | [Today's Deals](#) | [Gift Cards](#) | [Help](#)Shop by  
**Department****Search**   Kindle Store**Go**Hello, **Julianna**  
**Your Account****Your  
Prime****0  
Cart**[Kindle Store](#)   [Buy A Kindle](#)   [Free Reading Apps](#)   [Kindle eBooks](#)   [Kindle Singles](#)   [Newsstand](#)   [Popular Games](#)   [Accessories](#)   [Discussions](#)   [Manage Your Kindle](#)**Prime**

Member: Julianna Debler

**Julianna Debler:** This item is eligible for Amazon Prime. [Click here to turn on 1-Click](#) and make Prime even better for you. (With 1-Click enabled, you can always use the regular shopping cart as well.)[Share your own customer images](#)by [KlearKase](#)**KlearKase for Kindle Fire - Splash-Proof, Transparent Case for Family or Outdoor Use - With Screen Protection (does not fit Kindle Fire HD)**[\(98 customer reviews\)](#) |Price: **\$49.95** **Prime**  
[Special Offers Available](#)

- Splash-Proof your Kindle Fire by protecting it from dirt, splashes, and drops.
- All functions operate (touch, speakers) while fully protected.
- Lightweight 5.5 oz easy-grip case you can leave on all the time.
- Made from the same material used in F22 fighter planes, it is protective and strong. Plus Includes free carrying bag for further protection.
- Perfect for your family; protects your Kindle from daily life: from spilled milk to falls on the ground.

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- ☒ **This item:** KlearKase for Kindle Fire - Splash-Proof, Transparent Case for Family or Outdoor Use - With Screen Protection (does not fit Kindle Fire HD) by KlearKase **\$49.95**
- ☒ **Kindle Fire 7", LCD Display, Wi-Fi, 8 GB - Includes Special Offers** by Amazon Digital Services Inc. **\$159.00**
- ☒ **Amazon Kindle PowerFast for Accelerated Charging (not included with device, for use with the new Kindle Fire or Kindle Fire HD models)** by Amazon **\$19.99**

**What Other Items Do Customers Buy After Viewing This Item?****Amazon Kindle PowerFast for Accelerated Charging (not included with device, for use with the new Kindle Fire or Kindle Fire HD models)** by Amazon  
(5,641)**\$19.99****OtterBox Defender Series Protective Case for Kindle Fire HD 7", Black (with built-in screen protection)** by OtterBox  
(332)**\$69.95**

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(11,570)

\$199.00

Otter Box Defender Series Standing Case for Kindle Fire, Black (Built-in Scre  
(279)

\$59.98

Gumdrop Cases Drop Tech Series Protective Case Cover for Kindle Fire, Black - With Screen ...  
(137)

\$49.95

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## Product Details

**Product Dimensions:** 8.2 x 5.4 x 0.6 inches ; 5.4 ounces**Shipping Weight:** 6.4 ounces ([View shipping rates and policies](#))**Shipping:** Currently, item can be shipped only within the U.S.**ASIN:** B0073YM8PG**Item model number:** KK4.0**Average Customer Review:** ([98 customer reviews](#))**Date first available at Amazon.com:** January 31, 2011Did we miss any relevant features for this product? [Tell us what we missed.](#)Would you like to [give feedback on images](#) or [tell us about a lower price?](#)**In Stock.** Eligible for free shipping with Amazon Prime.

## Product Description

From the Manufacturer

### Transparent by Design

KlearKase is designed so you will forget it is on your Kindle. It's crystal clear, weighs only 5.5 ounces, and provides seamless access to Kindle features. Don't cover your Kindle - *protect it* and show it off in the transparent KlearKase.

### Life Proof

Kids, families, and active adults can now use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects from every-day mishaps, as well as at the beach, by the pool, in the tub, and while traveling. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

### Splash Proof

KlearKase is fully sealed from splashes, dirt, and humidity. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

### One Everyday Case for Entire Family

Many owners buy multiple cases, and aren't always protected from the unexpected spill or drop. Instead, buy KlearKase - an everyday case and life-proof case combined in one.

### Extras & Compatibility

KlearKase for Kindle Fire includes a carrying bag. 1 year warranty. Splash-proof, but not waterproof. Separate products available from KlearKase for other Kindle models.

## Product Description

The top-rated life-proof Kindle case is now available for Kindle Fire. Featured on the Today Show, Reader's Digest, Budget Travel, Wired and more, KlearKase™ provides the only splash-proof Kindle cases that you'll want to use all the time. Now a 3rd generation design, our case for the Kindle Fire is tried and tested. Ideal for kids and families, KlearKase shields from every day accidents, and lets you enjoy your Kindle in places you wouldn't even bring a paperback. Please confirm your Kindle version, as KlearKases are custom designed for each version and fit like a glove.

## Customers Who Bought This Item Also Bought

Page 1 of 9



Kindle Fire 7", LCD Display, Wi-Fi, 8 GB -



Amazon Kindle PowerFast for Accelerated Charging



2-Year Protection Plan plus Accident Coverage for



Gumdrop Cases Drop Tech Series Protective Case

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- Fits Kindle Keyboard only. Please confirm your Kindle's power slider is on the bottom.
- Take your Kindle Keyboard anywhere it may get wet, scratched, dirty or dropped.
- Seamless access to the Kindle's keyboard and controls (including power slider).
- The Only Splash-Proof Case You'll Want To Use All The Time.
- Weighs only 6 ounces and includes free carrying bag.

**Available from [these sellers.](#)****1 used** from **\$14.50****What Other Items Do Customers Buy After Viewing This Item?****Kindle Keyboard 3G, Free 3G + Wi-Fi, 6" E Ink Display - includes Special Offers & Sponsored Screensavers** by Amazon Digital Services Inc.  
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(10,173)**\$119.00**[> Explore similar items](#)**Product Details****Product Dimensions:** 5.4 x 0.5 x 7.5 inches ; 6.1 ounces**Shipping Weight:** 7.2 ounces**Shipping:** This item is also available for shipping to select countries outside the U.S.**ASIN:** B005DO4374**Item model number:** KK3.0**Average Customer Review:** [\(71 customer reviews\)](#)**Date first available at Amazon.com:** July 21, 2011Did we miss any relevant features for this product? [Tell us what we missed.](#)Would you like to [give feedback on images](#) or [tell us about a lower price?](#)**Product Description**

The top-rated water resistant Kindle case is now available for Kindle 3. Featured on the Today Show, Reader's Digest, Budget

Travel, Wired and more, KlearKase™ is the only splash-proof Kindle case you'll want to use all the time. It shields your Kindle from accidents, and lets you enjoy e-books in places you wouldn't even bring a paperback. KlearKase for Kindle 3 fits 6 inch Display, current generation Kindle only. Please confirm your Kindle version before ordering (your Kindle's power slider should be on the bottom of your Kindle).

#### Transparent Design

KlearKase is designed so you will forget it is on your Kindle. It is crystal clear, weighs only 6 ounces, and provides seamless access to all Kindle buttons. Don't cover your Kindle - show it off in the transparent KlearKase.

#### Life Proof

Use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects at the beach, by the pool, in the tub, while traveling or commuting, and around kids or pets. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

#### Splash Proof

KlearKase is fully sealed from splashes. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

#### One Everyday Case

Most splash-proof cases are only used near water. This means their owners buy multiple cases, and aren't always protected from the unexpected spill. Instead of buying multiple cases for different activities, buy KlearKase - an everyday case and splash proof case in one.

#### Extras & Compatibility

KlearKase for Kindle includes a carrying bag. 1 year warranty. Splash-proof, but not waterproof. Kindle sold separately.

### Customers Who Bought This Item Also Bought

Page 1 of 6



Kindle Keyboard 3G, Free  
3G + Wi-Fi, 6" E Ink  
Display - includes Special  
Offers ...

(40,009)

\$139.00



2-Year Extended Warranty  
for Kindle Keyboard 3G,  
U.S. customers only

(264)

\$39.99



KlearKase for Kindle Fire -  
Splash-Proof, Transparent  
Case for Family or  
Outdoor Use ...

(98)

\$49.95



Marware SportGrip Fitted  
Silicone Kindle Case (Fits  
Kindle Keyboard), Pink

(315)

\$9.98

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### Customer Reviews

(71)

3.7 out of 5 stars

5 star

37

4 star

5

3 star

10

2 star

10

1 star

9

[See all 71 customer reviews](#)

*"Now I can have peace of mind while reading at the beach."*

WindOverWater | 17 reviewers made a similar statement

*"The main problem is the case refuses to stay snapped together."*

Gary W. Horn | 8 reviewers made a similar statement

*"It has put my mind at ease that when i drop my kindle or it gets something spilled on it that the case protects my kindle frkm damage."*

S. Kresta | 10 reviewers made a similar statement

#### Most Helpful Customer Reviews

56 of 59 people found the following review helpful

**Great for added protection, not everyday use.** August 17, 2011

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[Share your own customer images](#)by [KlearKase](#)**KlearKase for Kindle 2 - Splash Proof,  
Transparent Protective Case (Fits 6"  
Display, 2nd Generation Kindle)**[\(70 customer reviews\)](#) |[Have one to sell?](#)[Share](#)

- Fits Kindle 2 Only (not current generation Kindle 3). Please confirm your Kindle's power slider is at the top.
- Take your Kindle anywhere it may get wet, scratched, dirty or dropped.
- Seamless access to the Kindle's controls (including power slider)
- The only splash-proof Kindle case you'll want to use all the time
- Includes free carrying bag and color toggle jewels for personalization.

**Currently unavailable.**

We don't know when or if this item will be back in stock.

**What Other Items Do Customers Buy After Viewing This Item?**[KlearKase for Kindle Fire - Splash-Proof, Transparent Case for Family or Outdoor Use - With Screen Protection \(does not fit Kindle Fire HD\)](#) by [KlearKase](#)  
(98)**\$49.95**[New Version TrendyDigital WaterGuard Waterproof Case for Kindle 1, 2,3 \(First, Second and Third Generation Kindle\), Kindle Fire and other 6" or 7" Android Tablet \(Purple\)](#) by [TrendyDigital](#)  
(53)**\$15.99**[New Version TrendyDigital WaterGuard Waterproof Case for Kindle 1, 2,3 \(First, Second and Third Generation Kindle\), Kindle Fire and other 6" or 7" Android Tablet \(Blue\)](#) by [TrendyDigital](#)  
(94)**\$15.99**[Amazon Kindle PowerFast for Accelerated Charging \(not included with device, for use with the new Kindle Fire or Kindle Fire HD models\)](#) by [Amazon](#)  
(5,641)**\$19.99**[Explore similar items](#)**Product Details****Product Dimensions:** 8.6 x 5.9 x 0.7 inches ; 6.1 ounces**Shipping Weight:** 6.1 ounces**ASIN:** B00300570U**Average Customer Review:** [\(70 customer reviews\)](#)**Date first available at Amazon.com:** December 6, 2009Did we miss any relevant features for this product? [Tell us what we missed.](#)Would you like to [give feedback on images](#) or [tell us about a lower price?](#)**Product Description**

KlearKase™ for Kindle 2 is the only splash-proof Kindle case you'll want to use all the time. It shields your 2nd Generation Kindle



from accidents, and lets you enjoy e-books in places you wouldn't even bring a paperback. KlearKase for Kindle 2 fits 6 inch Display, 2nd Generation Kindle only (it does not fit the latest generation Kindle 3). Please confirm your Kindle version before ordering (your Kindle's power slider should be on the top of your Kindle).

### Transparent Design

KlearKase is designed so you will forget it is on your Kindle. It is crystal clear, weighs only 6 ounces, and provides seamless access to all Kindle buttons. Don't cover your Kindle - show it off in the transparent KlearKase.

### Life Proof

Use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects at the beach, by the pool, in the tub, while traveling or commuting, and around kids or pets. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

### Splash Proof

KlearKase is fully sealed from splashes. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

### One Everyday Case

Most splash-proof cases are only used near water. This means their owners buy multiple cases, and aren't always protected from the unexpected spill. Instead of buying multiple cases for different activities, buy KlearKase - an everyday case and splash proof case in one.

### Extras & Compatibility

KlearKase for Kindle includes a carrying bag and color jewels for personalization. Includes 1 year warranty. Splash-proof, but not waterproof. Kindle sold separately.

## Customers Who Bought This Item Also Bought



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(53)

\$15.99



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(44)

\$15.99



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(94)

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CaseCrown Screen  
Protector Film for Amazon  
Kindle 2 eReader (3 Pack)  
(302)

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## Customer Reviews

(70)  
4.2 out of 5 stars

5 star 39  
4 star 17  
3 star 7  
2 star 2  
1 star 5

[See all 70 customer reviews](#)

*“ Kindle continues to be easy to carry, but gives me great peace of mind knowing I am protected from dropping and being around the pool for swim practice. ”*

kurtb | 20 reviewers made a similar statement

*“ Great customer service on this issue. ”*

D. Harrison | 11 reviewers made a similar statement

*“ The silicone button on the bottom that opens so you can charge it tends to come open by itself sometimes, but it is not hard just to push it back in. ”*

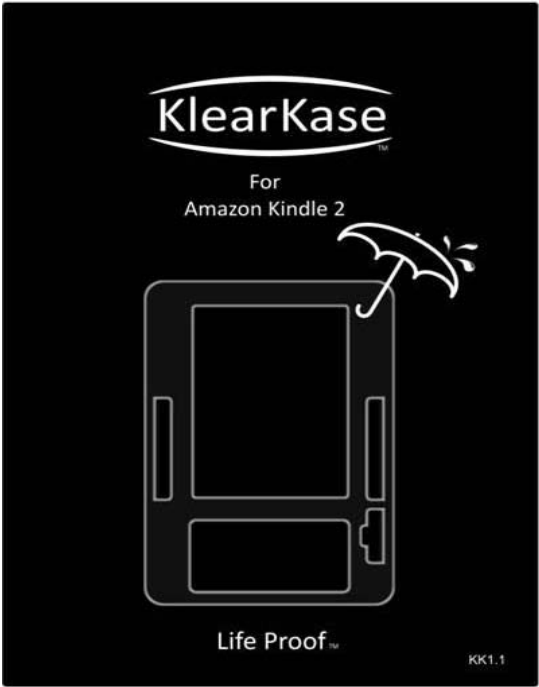
kidimd05 | 6 reviewers made a similar statement

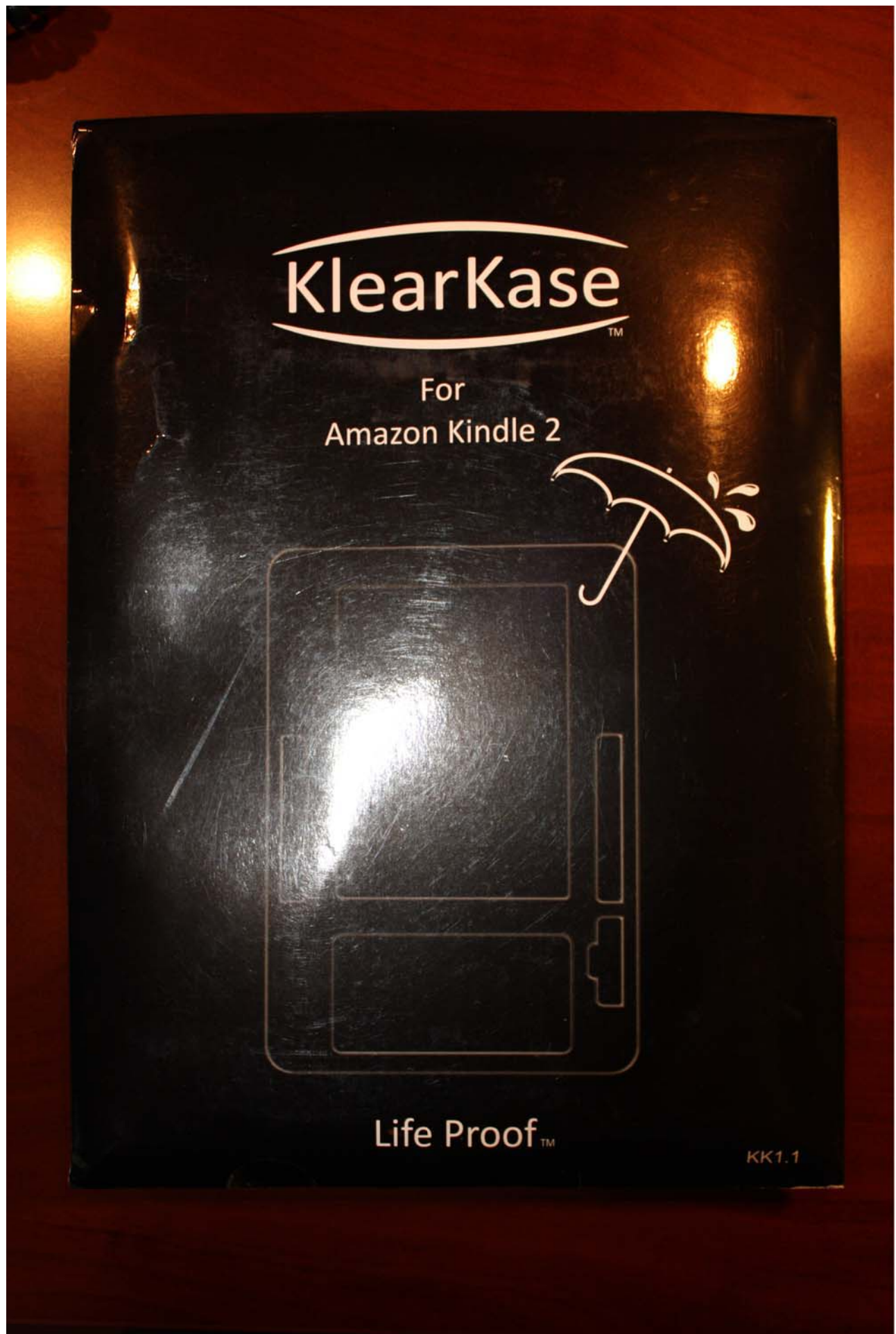
### Most Helpful Customer Reviews

24 of 25 people found the following review helpful

## **EXHIBIT "C"**

Silicone Case



















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# LIFEPROOF

**Word Mark** LIFEPROOF

**Goods and Services** IC 009. US 021 023 026 036 038. G & S: ACCESSORIES FOR ELECTRONIC GOODS AND COMMUNICATIONS APPARATUS, NAMELY, PROTECTIVE HOUSINGS, CARRYING CASES, CASES AND COVERS FOR PORTABLE ELECTRONIC GOODS AND COMMUNICATIONS APPARATUS, NAMELY, CELL PHONES, LAP TOPS, TABLET COMPUTERS FOR EBOOK, MAGAZINE AND NEWSPAPER READING, AND PORTABLE MEDIA PLAYERS. FIRST USE: 20110527. FIRST USE IN COMMERCE: 20110527

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85082487

**Filing Date** July 12, 2010

**Current Basis** 1A

**Original Filing Basis** 1A

**Published**

**for Opposition** January 25, 2011

**Registration Number** 4057201

**International Registration Number** 1054602

**Registration Date** November 15, 2011

**Owner** (REGISTRANT) TREEFROG DEVELOPMENTS, INC. CORPORATION DELAWARE 15110 Avenue of Science San Diego CALIFORNIA 92128

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** Sean M. Coughlin

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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# LIFE PROOF

**Word Mark** LIFE PROOF

**Goods and Services**

IC 009. US 021 023 026 036 038. G & S: Accessories for electronic goods, home electronics, personal electronics and communications apparatus, namely, headphones; audio speakers; televisions; earphones; wired and wireless headsets with microphones for use with mobile telephones, electronic tablets and computers; battery chargers; and portable power battery packs; protective housings, carrying cases, casings and covers for portable electronic goods and communications apparatus, namely, cell phones, portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files, portable media players, personal computers, laptops, tablet computers, computer monitors, laptop computer cooling pads and cameras; home electronics and personal electronics, namely, cell phones; computer tablets; portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files; personal computers and laptop computers; computer monitors; laptop computer cooling pads; cameras; computer application software for computers, electronic tablets and mobile phones, namely, application software for following spectator sporting activities that allows users to obtain game scores, team statistics, and individual athlete statistics as well as review game highlights and monitor annual athlete selections by professional sports teams; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's personal performance and personal statistics when participating in individual or team sporting activities; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's health characteristics and fitness conditions. bags, cases, and holsters all specially adapted for holding or carrying mobile electronic devices, namely, mobile phones, electronic tablets, electronic book readers and laptop computers and mobile electronic device accessories for use therewith, namely, belt clips, shoulder straps, or hand straps sold as a unit with the bags, cases, and holsters; computer bags; messenger bags specially adapted for holding laptops and electronic tablets,

messenger bags specially adapted for holding electronic book readers, wheeled messenger bags specially adapted for holding laptops

**Standard  
Characters  
Claimed**

**Mark  
Drawing  
Code** (4) STANDARD CHARACTER MARK

**Serial  
Number** 85832930

**Filing Date** January 25, 2013

**Current  
Basis** 1B

**Original  
Filing Basis** 1B

**Published for  
Opposition** April 23, 2013

**Owner** (APPLICANT) TreeFrog Developments, Inc. CORPORATION DELAWARE 15110 Avenue of Science San Diego CALIFORNIA 92128

**Attorney of  
Record** Stephen J. Horace

**Prior  
Registrations** 4057201

**Description  
of Mark** Color is not claimed as a feature of the mark.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead  
Indicator** LIVE

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# LIFE-PROOF

**Word Mark** **LIFE-PROOF****Goods and Services**

IC 009. US 021 023 026 036 038. G & S: Accessories for electronic goods, home electronics, personal electronics and communications apparatus, namely, headphones; audio speakers; televisions; earphones; wired and wireless headsets with microphones for use with mobile telephones, electronic tablets and computers; battery chargers; and portable power battery packs; protective housings, carrying cases, casings and covers for portable electronic goods and communications apparatus, namely, cell phones, portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files, portable media players, personal computers, laptops, tablet computers, computer monitors, laptop computer cooling pads and cameras; home electronics and personal electronics, namely, cell phones; computer tablets; portable handheld digital electronic devices for recording, organizing, transmitting, manipulating, and reviewing audio and video files; personal computers and laptop computers; computer monitors; laptop computer cooling pads; cameras; computer application software for computers, electronic tablets and mobile phones, namely, application software for following spectator sporting activities that allows users to obtain game scores, team statistics, and individual athlete statistics as well as review game highlights and monitor annual athlete selections by professional sports teams; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's personal performance and personal statistics when participating in individual or team sporting activities; computer application software for computers, electronic tablets and mobile phones, namely, application software for monitoring the user's health characteristics and fitness conditions. bags, cases, and holsters all specially adapted for holding or carrying mobile electronic devices, namely, mobile phones, electronic tablets, electronic book readers and laptop computers and mobile electronic device accessories for use therewith, namely, belt clips, shoulder straps, or hand straps sold as a unit with the bags, cases, and holsters; computer bags; messenger bags specially adapted for holding laptops and electronic tablets, messenger bags specially adapted for holding electronic book readers, wheeled messenger bags specially adapted for holding laptops

**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK



**Serial Number** 85832902  
**Filing Date** January 25, 2013  
**Current Basis** 1B  
**Original Filing Basis** 1B  
**Published for Opposition** April 23, 2013  
**Owner** (APPLICANT) TreeFrog Developments, Inc. CORPORATION DELAWARE 15110 Avenue of Science San Diego CALIFORNIA 92128  
**Attorney of Record** Stephen J. Horace  
**Prior Registrations** 4057201  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** **LIVE**

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25 Results

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	<b>LifeProof Waterproof IPH4 Case, Teal</b> Model#: 1001-07	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
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	<b>Treefrog LifeProof Case for iPhone 5, Black</b> Model#: 1301-01 (3)	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
<ul style="list-style-type: none"><li>Waterproof</li><li>Dustproof</li><li>Shockproof</li></ul>			
	<b>Treefrog LifeProof Case for iPhone 4, Black</b> Model#: 1001-01	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
<ul style="list-style-type: none"><li>Waterproof</li><li>Dustproof</li><li>Shockproof</li></ul>			
	<b>LifeProof Waterproof IPH4 Case, Blue/Black</b> Model#: 1001-06	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
<ul style="list-style-type: none"><li>Protects against everyday hazards</li><li>Fully sealed from minute dust particles</li><li>High degree of shock and impact protection</li></ul>			
	<b>Treefrog LifeProof Case for iPhone 4, Pink/Gray</b> Model#: 1001-03 (3)	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
<ul style="list-style-type: none"><li>Waterproof</li><li>Dustproof</li><li>Shockproof</li></ul>			
	<b>LifeProof iPhone 5 Case, Magenta</b> Model#: 1301-03	In stores only	• Free store pickup as soon as today with <a href="#">site to store</a>
<ul style="list-style-type: none"><li>Waterproof up to 6.6' underwater to IP-68 standards</li><li>Fully sealed from minute dust particles</li><li>Designed to military standard</li></ul>			

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	<p><b>LifeProof iPhone 5 Case, Flat Earth</b></p> <p><b>Model#: 1301-12</b></p> <ul style="list-style-type: none"> <li>Waterproof up to 6.6' underwater to IP-68 standards</li> <li>Fully sealed from minute dust particles</li> <li>Designed to military standard</li> </ul>	In stores only	<ul style="list-style-type: none"> <li>Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
	<p><b>Treefrog LifeProof Case for iPhone 5, White/Gray</b></p> <p><b>Model#: 1301-02</b></p> <ul style="list-style-type: none"> <li>Waterproof</li> <li>Dustproof</li> <li>Shockproof</li> </ul>	In stores only	<ul style="list-style-type: none"> <li>Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
	<p><b>Treefrog LifeProof Case for iPhone 4, Purple/Black</b></p> <p><b>Model#: 1001-04</b></p> <p>(1)</p> <ul style="list-style-type: none"> <li>Waterproof</li> <li>Dustproof</li> <li>Shockproof</li> </ul>	In stores only	<ul style="list-style-type: none"> <li>Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
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	<p>Model#: 1001-02</p> <ul style="list-style-type: none"> <li>• Waterproof</li> <li>• Dustproof</li> <li>• Shockproof</li> </ul>	<p>with <b>site to store</b></p>	
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	<p><b>LifeProof Apple iPad Nuud Case/Cover, White</b></p> <ul style="list-style-type: none"> <li>• Confidence that your Apple iPad is protected when not in use</li> <li>• Snaps tightly to your <b>LifeProof</b> Nuud case for iPad for a reliable fit</li> </ul>	<p>In stores only</p>	<ul style="list-style-type: none"> <li>• Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
	<p><b>LifeProof Apple iPad Strap Pack</b></p> <ul style="list-style-type: none"> <li>• Use with your <b>LifeProof</b> case for Apple iPad Nuud to make your iPad water, dirt, snow and shockproof</li> <li>• Lightweight construction</li> </ul>	<p>In stores only</p>	<ul style="list-style-type: none"> <li>• Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
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	<p><b>LifeProof Beltclip IPH4 Case, Black</b></p> <p>Model#: 1031</p> <ul style="list-style-type: none"> <li>• Designed for your <b>LifeProof</b> iPhone 4/4S Case</li> <li>• Clips your iPhone 4 to your belt where it's always at the ready</li> </ul>	<p>In stores only</p>	<ul style="list-style-type: none"> <li>• Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
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	<ul style="list-style-type: none"> <li>• Lightweight honeycomb construction with premium high-impact materials for optimal strength to weight ratio</li> <li>• Use your performance and navigation apps in real-time</li> </ul>		
	<b>LifeProof Bike Mount</b> <b>Model#: 1033</b> <ul style="list-style-type: none"> <li>• Lightweight honeycomb construction with premium high-impact materials for optimal strength to weight ratio</li> <li>• Use your performance and navigation apps in real-time</li> </ul>	In stores only	<ul style="list-style-type: none"> <li>• Free store pickup as soon as <b>today</b> with <b>site to store</b></li> </ul>
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Model: 1301-01 SKU: 6936908

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Customer Reviews: 3.1 of 5 (370 reviews)

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Model: 39894BBR SKU: 8872279

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Model: 63-1573-05-BB SKU: 5220961

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**\$79.99**

Model: LP-iPH4-CS-1-BL-1 SKU: 3133099

Compatible with Apple iPhone 4 and 4S; polycarbonate, polypropylene and thermoplastic elastomer; double AR-coated optical glass

Customer Reviews: 3.5 of 5 (270 reviews)

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## OtterBox - Defender Series Case for Apple® iPhone® 5 - Black

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Model: 39127BBR SKU: 6667567

Compatible with Apple iPhone 5; polycarbonate and silicone materials; 3-layer protection; built-in screen protector; port covers; belt clip holster

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Model: 39120BBR SKU: 6667737

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Model: 39362BBR SKU: 6983347

Compatible with Apple iPhone 5; rechargeable 1700 mAh battery; metal and rubberized materials; quick recharge speed; LED status indicators; micro USB cable

Customer Reviews: 4.1 of 5 (23 reviews)

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## LifeProof - Case for Apple® iPhone® 5 - White

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Model: 1301-02 SKU: 6936862

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Model: 63-1575-05-BB SKU: 5221078

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\$80.00



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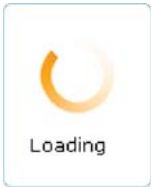
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## OtterBox Acquires LifeProof

FORT COLLINS, Colo. — May 22, 2013 at 3 p.m. PST — OtterBox®, the global leader in protection for



handheld technology, today announced the acquisition of TreeFrog Developments Inc., DBA LifeProof®. Founded in 2009 and headquartered in San Diego, LifeProof is an award-winning maker of protective cases and complementary accessories for smartphones and tablets.

Much like OtterBox, LifeProof is a rapidly growing, multi-million dollar business with a strong global brand, comprehensive product offering, impressive intellectual property and thriving company culture. Over the next 30 days, OtterBox will begin incorporating the LifeProof brand into the OtterBox family. More information about product availability and alignment will be determined at the completion of the integration.

“The joining of OtterBox and LifeProof is a way to combine two great brands and provide customers with even more great products, services and choices for smartphone accessories,” OtterBox CEO Brian Thomas said. “Both companies are successful because we foster an environment where everyone takes pride in being part of a culture that knows how to identify opportunities and grow them quickly. Our goal in this acquisition is to create more value for our customers than we ever could have generated while operating individually.”

A key driver for the acquisition is about creating customers who are passionate about the OtterBox brand. “Our strategy is to utilize our combined brand momentum, and world-class talent to create a great customer experience that generates OtterBox brand ambassadors for life,” Thomas said. “Our customers and our employees are the ones who have the passion for the brand that allows us to succeed. This passionate spirit motivates us to build better teams, better companies and ultimately, better communities. At the end of the day, that is our goal.”

OtterBox employs approximately 650 people worldwide. LifeProof employed approximately 250 people, who are now members of the OtterBox family and will remain in their San Diego location for the foreseeable future.

OtterBox has been a family-owned business since 1998. The financial details and terms of the agreement are confidential.

#### About LifeProof:

Based in San Diego, LifeProof designs, manufactures and markets cases for smartphones and tablets that deliver protection, style and functionality. LifeProof is built on the idea of giving everyone the complete freedom and confidence to use their mobile devices in any environment. Designed to defend against water, dirt, snow, shock and the hazards of daily life, LifeProof lets consumers use their mobile device every day, everywhere, and for everything, without worry.

For more information, visit [lifeproof.com](http://lifeproof.com).

#### About OtterBox:

Founded in 1998, OtterBox creates premium technology accessories for smartphones, tablets and mobile devices. The top mobile device manufacturers, big box retailers and wireless services providers in the world value their partnership with OtterBox to increase device sales and to strengthen their own brand equity. OtterBox works endlessly to create a strong connection with consumers through first-class customer service, commitment to premium product quality and constant voice-of-the-consumer efforts.

OtterBox has been a five-time honoree on the Inc. 500 list of fastest growing private companies in the US, recognized in the Top 10 by the Forbes Magazine America's Most Promising Companies list and is a repeat



honoree in the Great Place to Work annual survey published by FORTUNE Magazine. The multi-million dollar company has global headquarters in Fort Collins, Colo. and offices in Boston, San Diego, Cork, Ireland and Hong Kong.

OtterBox is the No. 1-selling case for smartphones\* and offers an extensive lineup of screen protectors, cases and other accessories that enhance various consumer lifestyles.

For more information, visit [otterbox.com](http://otterbox.com). We've Got Technology Covered.

Note:

\*Source: The NPD Group/Retail Tracking Service/November 2010-December 2012

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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Treefrog Developments, Inc.		05/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1700 Lincoln Street, 4th Floor		
Internal Address:	Attention: Wholesale Loan Services (WLS)		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85702238		
Serial Number:	85542931	LET'S GO!	
Serial Number:	85082487	LIFEPROOF	
Serial Number:	85771178	LIFEPROOF	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049275-0030		
NAME OF SUBMITTER:	Rhonda DeLeon		

TRADEMARK

900257275

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OP \$115.00 85702238

Signature:	/Rhonda DeLeon/
Date:	06/06/2013
<p><b>Total Attachments: 39</b></p> <p>source=Term Loan IP Security Agreement#page1.tif source=Term Loan IP Security Agreement#page2.tif source=Term Loan IP Security Agreement#page3.tif source=Term Loan IP Security Agreement#page4.tif source=Term Loan IP Security Agreement#page5.tif source=Term Loan IP Security Agreement#page6.tif source=Term Loan IP Security Agreement#page7.tif source=Term Loan IP Security Agreement#page8.tif source=Term Loan IP Security Agreement#page9.tif source=Term Loan IP Security Agreement#page10.tif source=Term Loan IP Security Agreement#page11.tif source=Term Loan IP Security Agreement#page12.tif source=Term Loan IP Security Agreement#page13.tif source=Term Loan IP Security Agreement#page14.tif source=Term Loan IP Security Agreement#page15.tif source=Term Loan IP Security Agreement#page16.tif source=Term Loan IP Security Agreement#page17.tif source=Term Loan IP Security Agreement#page18.tif source=Term Loan IP Security Agreement#page19.tif source=Term Loan IP Security Agreement#page20.tif source=Term Loan IP Security Agreement#page21.tif source=Term Loan IP Security Agreement#page22.tif source=Term Loan IP Security Agreement#page23.tif source=Term Loan IP Security Agreement#page24.tif source=Term Loan IP Security Agreement#page25.tif source=Term Loan IP Security Agreement#page26.tif source=Term Loan IP Security Agreement#page27.tif source=Term Loan IP Security Agreement#page28.tif source=Term Loan IP Security Agreement#page29.tif source=Term Loan IP Security Agreement#page30.tif source=Term Loan IP Security Agreement#page31.tif source=Term Loan IP Security Agreement#page32.tif source=Term Loan IP Security Agreement#page33.tif source=Term Loan IP Security Agreement#page34.tif source=Term Loan IP Security Agreement#page35.tif source=Term Loan IP Security Agreement#page36.tif source=Term Loan IP Security Agreement#page37.tif source=Term Loan IP Security Agreement#page38.tif source=Term Loan IP Security Agreement#page39.tif</p>	

EXECUTION VERSION

**TERM LOAN IP SECURITY AGREEMENT**

This **TERM LOAN IP SECURITY AGREEMENT**, dated as of May 17, 2013 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Term Loan Credit Agreement dated as of May 17, 2013 by and among Otter Products, LLC, a Colorado limited liability company (the "Lead Borrower"), OtterBox Holdings, Inc., a Colorado corporation ("NewCo" and together with the Lead Borrower, each a "Borrower" and collectively, the "Borrowers"), Wells Fargo Bank, National Association, as administrative agent, the Agent, the lenders party thereto (the "Lenders") and other financial institutions party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Term Loan Pledge and Security Agreement dated as of May 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among each of the Grantors, NewCo, the Agent and the other parties party thereto, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the IP Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Copyright Office and the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Defined Terms**

(a) Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Copyright Collateral" shall mean all works of authorship and all intellectual property rights therein, all United States and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software and databases, all designs (including but not limited to all industrial designs, and "Protected Designs" within the meaning of 17 U.S.C. 1301 et. Seq. and Community designs), and all "Mask Works" (as defined in 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (1) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A

attached hereto, (2) all extensions, renewals, and restorations thereof, (3) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (4) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (5) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Copyrights").

"Patent Collateral" shall mean all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation:

- (i) each patent and patent application listed in Schedule B attached hereto;
- (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;
- (iii) all inventions and improvements described and claimed therein;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof;
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

"Trademark Collateral" shall mean, subject to the provisions of Section 2.2 below, all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

- (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule C attached hereto;
- (ii) all extension and renewals thereof;
- (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof;
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

## **SECTION 2. Grant of Security Interest in IP Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) all Copyright Collateral;
- (b) all Patent Collateral;
- (c) all Trademark Collateral; and
- (d) all Proceeds of the foregoing.

For the avoidance of doubt, the grant of a security in IP Collateral shall not be deemed an absolute assignment thereof to the Agent.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

## **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).



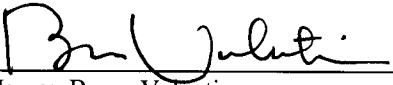
**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OTTER PRODUCTS, LLC,  
as Grantor**

By:   
Name: Bruce Valentine  
Title: Chief Financial Officer and Secretary

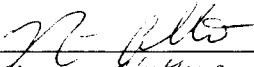
**TREEFROG DEVELOPMENTS, INC.,  
as Grantor**

By:   
Name: Bruce Valentine  
Title: Chief Financial Officer and Secretary

[Signature Page to Term Loan IP Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Matthew Callister  
Its Authorized Signatory

[Signature Page to Term Loan IP Security Agreement]

**TRADEMARK**  
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**SCHEDULE A**

**Copyright Collateral**

**I. OTTER PRODUCTS, LLC**

**a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date	Jurisdiction
RBB2-8500S	VA0001716717	2010-05-25	U.S.
OtterBox logo	VA0001813660	2012-03-22	U.S.

**b. COPYRIGHT APPLICATIONS**

None.

Schedule A-1

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**TRADEMARK**  
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**II. TREEFROG DEVELOPMENTS, INC.****a. COPYRIGHT REGISTRATIONS**

Title	Registration No.	Registration Date	Jurisdiction
LIFEPROOF LET'S GO!	1102567 1102567	2013-03-01 2013-03-04	Canada

**b. COPYRIGHT APPLICATIONS**

Title	Registration Date	Jurisdiction
Shipping Carton Text and Graphics for LIFEPROOF LET'S GO! (and water, dirt, snow shock design)	Filed March 1, 2013	U.S.

Schedule A-2

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**TRADEMARK**  
**REEL: 005042 FRAME: 0842**

**SCHEDULE B****Patent Collateral****I. OTTER PRODUCTS, LLC****a. PATENTS AND PATENT APPLICATIONS****UNITED STATES ISSUED PATENTS**

<u>Patent Number</u>	<u>Issue Date</u>
6,646,864	11/11/2003
6,995,976	2/7/2006
7,158,376	1/2/2007
7,180,735	2/20/2007
7,230,823	6/12/2007
7,312,984	12/25/2007
7,449,650	11/11/2008
7,609,512	10/27/2009
7,663,879	2/16/2010
7,688,580	3/30/2010
7,889,489	2/15/2011
7,907,394	3/15/2011
7,933,122	4/26/2011
8,395,894	3/12/2013
D472,384	4/1/2003
D513,123	12/27/2005
D513,451	1/10/2006
D514,808	2/14/2006
D516,309	3/7/2006
D516,553	3/7/2006
D516,554	3/7/2006
D516,807	3/14/2006
D526,780	8/22/2006
D530,079	10/17/2006
D542,524	5/15/2007
D557,264	12/11/2007
D557,897	12/25/2007
D581,155	11/25/2008
D581,421	11/25/2008

Schedule B-1

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D587,008	2/24/2009
D589,016	3/24/2009
D593,319	6/2/2009
D593,746	6/9/2009
D597,301	8/4/2009
D598,407	8/18/2009
D600,908	9/29/2009
D603,602	11/10/2009
D605,850	12/15/2009
D611,478	3/9/2010
D613,282	4/6/2010
D615,077	5/4/2010
D615,535	5/11/2010
D615,536	5/11/2010
D615,967	5/18/2010
D617,784	6/15/2010
D617,785	6/15/2010
D617,786	6/15/2010
D617,787	6/15/2010
D619,574	7/13/2010
D620,487	7/27/2010
D621,394	8/10/2010
D621,395	8/10/2010
D621,821	8/17/2010
D621,822	8/17/2010
D623,179	9/7/2010
D623,638	9/14/2010
D623,639	9/14/2010
D624,533	9/28/2010
D624,910	10/5/2010
D626,120	10/26/2010
D626,121	10/26/2010
D626,964	11/9/2010
D628,568	12/7/2010
D632,683	2/15/2011
D632,684	2/15/2011
D632,685	2/15/2011
D632,686	2/15/2011
D634,741	3/22/2011

Schedule B-2

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**TRADEMARK**  
**REEL: 005042 FRAME: 0844**

D636,386	4/19/2011
D636,387	4/19/2011
D637,588	5/10/2011
D637,589	5/10/2011
D637,590	5/10/2011
D637,591	5/10/2011
D637,592	5/10/2011
D638,005	5/17/2011
D638,411	5/24/2011
D638,413	5/24/2011
D638,414	5/24/2011
D638,828	5/31/2011
D638,829	5/31/2011
D638,830	5/31/2011
D640,679	6/28/2011
D640,680	6/28/2011
D641,013	7/5/2011
D641,014	7/5/2011
D642,170	7/26/2011
D642,171	7/26/2011
D642,558	8/2/2011
D643,028	8/9/2011
D643,422	8/16/2011
D643,423	8/16/2011
D643,424	8/16/2011
D643,836	8/23/2011
D643,837	8/23/2011
D644,216	8/30/2011
D644,217	8/30/2011
D644,635	9/6/2011
D644,636	9/6/2011
D644,637	9/6/2011
D644,638	9/6/2011
D644,639	9/6/2011
D645,031	9/13/2011
D649,347	11/29/2011
D649,536	11/29/2011
D649,537	11/29/2011
D649,538	11/29/2011

Schedule B-3

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**TRADEMARK**  
**REEL: 005042 FRAME: 0845**



D650,371	12/13/2011
D650,376	12/13/2011
D651,203	12/27/2011
D651,204	12/27/2011
D651,213	12/27/2011
D651,594	1/3/2012
D654,483	2/21/2012
D654,484	2/21/2012
D654,485	2/21/2012
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D654,915	2/28/2012
D657,137	4/10/2012
D657,353	4/10/2012
D658,644	5/1/2012
D661,482	6/12/2012
D661,483	6/12/2012
D662,924	7/3/2012
D663,296	7/10/2012
D673,539	1/1/2013
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D673,542	1/1/2013
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D673,550	1/1/2013
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D673,552	1/1/2013
D673,553	1/1/2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0846**

D673,569	1/1/2013
D673,936	1/8/2013
D673,938	1/8/2013
D673,939	1/8/2013
D673,940	1/8/2013
D673,941	1/8/2013
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D674,790	1/22/2013
D674,791	1/22/2013
D674,792	1/22/2013
D675,209	1/29/2013
D675,603	2/5/2013
D675,624	2/5/2013
D676,035	2/12/2013
D676,036	2/12/2013
D676,433	2/19/2013
D676,434	2/19/2013
D676,435	2/19/2013
D676,838	2/26/2013
D676,840	2/26/2013
D676,841	2/26/2013
D676,842	2/26/2013
D676,844	2/26/2013
D676,845	2/26/2013
D677,251	3/5/2013
D680,522	4/23/2013
D681,020	4/30/2013
D681,022	4/30/2013
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D681,024	4/30/2013
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D681,026	4/30/2013
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D681,617	5/7/2013
D681,618	5/7/2013
D681,619	5/7/2013
D681,621	5/7/2013
D681,622	5/7/2013

Schedule B-5

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**TRADEMARK**  
**REEL: 005042 FRAME: 0847**

D681,623	5/7/2013
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UNITED STATES PENDING PATENT APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>
12/648,549	12/29/2009
12/687,390	1/14/2010
12/895,150	9/30/2010
12/950,821	11/19/2010
13/050,791	3/17/2011
13/050,826	3/17/2011
13/186,583	7/20/2011
13/218,676	8/26/2011
13/466,301	5/8/2012
13/466,320	5/8/2012
13/466,346	5/8/2012
13/689,714	11/29/2012
13/710,217	12/10/2012
13/801,487	3/13/2013
13/891,950	5/10/2013
29/392,493	5/23/2011
29/400,037	8/23/2011
29/400,043	8/23/2011
29/416,091	3/19/2012
29/416,097	3/19/2012
29/416,102	3/19/2012
29/416,103	3/19/2012
29/416,107	3/19/2012
29/417,064	3/29/2012
29/418,893	4/23/2012
29/422,972	5/25/2012
29/423,645	6/4/2012
29/423,654	6/4/2012
29/423,661	6/4/2012
29/429,671	8/15/2012
29/429,676	8/15/2012
29/429,691	8/15/2012
29/429,923	8/19/2012
29/429,924	8/19/2012
29/431,887	9/12/2012

Schedule B-6

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**TRADEMARK**  
**REEL: 005042 FRAME: 0848**

29/433,836	10/5/2012
29/434,019	10/9/2012
29/434,584	10/15/2012
29/435,199	10/21/2012
29/435,200	10/21/2012
29/435,201	10/21/2012
29/435,202	10/21/2012
29/435,203	10/21/2012
29/435,204	10/21/2012
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29/435,207	10/21/2012
29/440,843	12/27/2012
29/440,846	12/27/2012
29/440,864	12/28/2012
29/441,485	1/6/2013
29/441,596	1/7/2013
29/441,650	1/8/2013
29/441,657	1/8/2013
29/441,662	1/8/2013
29/441,665	1/8/2013
29/441,681	1/8/2013
29/447,505	3/4/2013
29/447,522	3/4/2013
29/447,537	3/4/2013
29/448,272	3/11/2013
29/450,828	3/24/2013
29/450,830	3/24/2013
29/454,070	5/6/2013
29/454,093	5/6/2013
29/454,130	5/7/2013
29/454,226	5/8/2013
29/454,229	5/8/2013

FOREIGN ISSUED PATENTS

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
CN	CN 201020107204.2	4/13/2011
CN	CN 201030002514.3	8/4/2010
CN	CN 201030002516.2	8/4/2010

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**TRADEMARK**  
**REEL: 005042 FRAME: 0849**

CN	CN 201030271757.7	1/19/2011
CN	ZL 201030000492.7	8/11/2010
CN	ZL 201030000493.1	8/18/2010
CN	ZL 201030000494.6	8/18/2010
CN	ZL 201030000495.0	8/11/2010
CN	ZL 201030000496.5	8/18/2010
CN	ZL 201030000497.X	8/25/2010
CN	ZL 201030000498.4	8/18/2010
CN	ZL 201030000499.9	8/11/2010
CN	ZL 201030000500.8	8/18/2010
CN	ZL 201030002506.9	8/11/2010
CN	ZL 201030002507.3	8/11/2010
CN	ZL 201030002508.8	8/18/2010
CN	ZL 201030002509.2	8/18/2010
CN	ZL 201030002510.5	8/18/2010
CN	ZL 201030002511.X	8/25/2010
CN	ZL 201030002512.4	8/18/2010
CN	ZL 201030002513.9	8/4/2010
CN	ZL 201030002515.8	8/11/2010
CN	ZL 201030111454.9	8/18/2010
CN	ZL 201030111467.6	8/18/2010
CN	ZL 201030111472.7	8/18/2010
CN	ZL 201030112204.7	8/18/2010
CN	ZL 201030112224.4	8/11/2010
CN	ZL 201030112236.7	8/11/2010
CN	ZL 201030112238.6	8/18/2010
CN	ZL 201030112249.4	8/18/2010
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CN	ZL 201030112301.6	8/18/2010
CN	ZL 201030112305.4	8/18/2010
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CN	ZL 201030112309.2	8/25/2010
CN	ZL 201030112317.7	8/4/2010
CN	ZL 201030112320.9	8/25/2010
CN	ZL 201030112347.8	8/18/2010
CN	ZL 201030132396.8	8/18/2010
CN	ZL 201030271715.3	1/19/2011
CN	ZL 201030271731.2	1/19/2011
CN	ZL 201030271741.6	1/19/2011
CN	ZL 201030271751.X	1/19/2011
EU	2101725-0001	9/12/2012
EU	2101758-0001	10/16/2012
EU	2119578-0001	10/16/2012
EU	2189951-0001	02/22/2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0850**

EU	2189993-0001	02/22/2013
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**FOREIGN PENDING PATENTS**

<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
EU	2198416	03/07/2013
EU	2209353	03/26/2013
EU	2211540	03/28/2013
EU	2212944	04/03/2013
EU	2212951	04/03/2013

**II. TREEFROG DEVELOPMENTS, INC.****a. PATENTS AND PATENT APPLICATIONS**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Housing For Encasing An Electronic Device	PCT	PCT/US11/56040		10/12/2011	
Housing For Receiving and Encasing An Object	US	13/272156	8342325	10/12/2011	1/1/2013
Housing For Encasing An Object	US	13/355447	8393466	1/20/2012	3/12/2013
Housing For Encasing An Object	US	13/656658		10/19/2012	
Housing For Encasing A Device	US	13/707584		12/6/2012	
Housing Encasing A Device Having A Switch	US	13/681342		11/19/2012	
Housing For Encasing an Object Having a Headphone Port	US	13/689744		11/29/2012	
Housing For Encasing An Object Having an Electrical Connection	US	13/689663		11/29/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0851**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Housing For Encasing an Object Having a Proximity Sensor	US	13/689691		11/29/2012	
Housing For Encasing a Tablet Computer	PCT	PCT/US12/42334		6/13/2012	
Housing For Encasing a Tablet Computer	US	13/517583		6/13/2012	
Housing For Encasing a Tablet Computer	US	13/562219		7/30/2012	
Accessories for Use with Housing for an Electronic Device	US	61/649911	-	5/21/2012	-
Accessories for Use with Housing for an Electronic Device	US	61/694744	-	8/29/2012	-
Accessories for Use with Housing for an Electronic Device	US	61/708629	-	10/1/2012	-
Mounts for Use with Housing for an Electronic Device	US	61/759972	-	2/1/2013	-
Accessories for Use with Housing for an Electronic Device	US	13/726469		12/24/2012	
Accessories for Use with Housing for an Electronic Device	PCT	PCT/US12/71520		12/21/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0852**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Tracking and Control of Personal Effects	US	61/665278	-	6/27/2012	-
Housing for an Electronic Device with Camera, Microphone and Flash Isolation	US	61/654785	-	6/1/2012	-
Housing for an Object Having a Thin Profile	US	61/699239	-	9/10/2012	-
Housing for an Object Having a Thin Profile	US	61/711737	-	10/9/2012	-
Housing for an Object Having a Thin Profile	US	61/715830	-	10/18/2012	-
Housing for an Object Having a Thin Profile	US	61/723317	-	11/6/2012	-
Housing for an Object Having a Thin Profile	US	61/749870	-	1/7/2013	-
Applications for Use in Athletic Event	US	61/677450	-	7/30/2012	-
Weatherproof Speaker and Speaker Assembly	US	61/677444	-	7/30/2012	-
Strap System and Stand for a Case for a Tablet Computer	US	61/683178	-	8/14/2012	-
Case for an Electronic Device	JP	2012-002704		2/9/2012	
Case for an Electronic Device	AU	10624/2012	341400	2/9/2012	2/9/2012
Case for an Electronic Device	CA	144341		2/9/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0853**



Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Case for an Electronic Device	EU	001989666-0001	001989666-0001	2/9/2012	5/7/2012
Case for an Electronic Device	EU	001989666-0002	001989666-0002	2/9/2012	5/7/2012
Case for an Electronic Device	AU	11112/2012	341741	2/9/2012	2/9/2012
Case for an Electronic Device	JP	2012-022918		2/9/2012	
Case for an Electronic Device	US	29/399094		8/9/2011	
Case for an Electronic Device	US	29/399102		8/9/2011	
Case for an Electronic Device	US	29/399106		8/9/2011	
Case for an Electronic Device	US	29/399111		8/9/2011	
Case for an Electronic Device	US	29/399114		8/9/2011	
Case for an Electronic Device	US	29/399118	D670280	8/9/2011	11/6/2012
Electronic Connector and Aperture Plug	US	29/407688	D675161	12/1/2011	1/29/2013
Electronic Connector and Aperture Plug	US	29/438186		11/27/2012	
Headphone Adapter for a Case for an Electronic Device	US	29/416708		3/26/2012	
Case for an Electronic Device	US	29/429722		8/15/2012	
Case for an Electronic Device	US	29/430117		8/21/2012	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0854**

Title	Jurisdiction	Application No.	Patent No.	Filing Date	Issue Date
Case for an Electronic Device	US	29/432150		9/13/2012	
Case for an Electronic Device	US	29/432166		9/13/2012	
Case for an Electronic Device	US	29/432168		9/13/2012	
Case for an Electronic Device	US	29/432470		9/14/2012	
Case for an Electronic Device	US	29/436523		11/6/2012	
Case for an Electronic Device	US	29/443956		1/24/2013	
Case for an Electronic Device	US	29/443946		1/24/2013	

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**TRADEMARK**  
**REEL: 005042 FRAME: 0855**

**SCHEDULE C****Trademark Collateral****I. OTTER PRODUCTS, LLC****a. TRADEMARK REGISTRATIONS AND APPLICATIONS****UNITED STATES REGISTERED TRADEMARKS AND SERVICE MARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Armor Series	3,632,231	02 Jun 2009
Clearly Protected	4,318,528	09 Apr 2013
color yellow with logo block	4,293,603	19 Feb 2013
Commuter	3,791,317	18 Aug 2010
Commuter Series	3,963,182	17 May 2011
Defender Series	3,623,789	19 May 2009
Impact Series	3,795,187	25 May 2010
iProtection	4,254,952	04 Dec 2012
Latch	4,170,062	10 Jul 2012
OtterBox	3,788,534	11 May 2010
Otter Box	3,788,535	11 May 2010
Otter Box	2,287,619	19 Oct 1999
Otter Cares	4,101,071	21 Feb 2012
Otter Cares logo	4,116,998	27 Mar 2012
Otter logo	3,791,318	18 May 2010
Pink is Strength!	4,053,182	08 Nov 2011
Prefix Series	4,262,677	18 Dec 2012
Protect Your Connections	4,236,509	06 Nov 2012
Pursuit Series	4,280,846	22 Jan 2013
Reflex Series	3,972,039	31 Mar 2011
Reflex Zone	4,111,433	13 Mar 2012
Strength	4,079,672	03 Jan 2012
Take What's Yours	4,317,273	09 April 2013
Utility Series	4,064,940	29 Nov 2011
	4,127,073	10 Apr 2012
We've Got Technology Covered	3,865,367	19 Oct 2010

**UNITED STATES PENDING TRADEMARK AND SERVICE MARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
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**TRADEMARK**  
**REEL: 005042 FRAME: 0856**

#1 Most Trusted in Smartphone Case Protection logo	85/850,548	14 Feb 2013
100% DRY APPLICATION logo	85/890,908	29 Mar 2013
2X Battery logo	85/851,297	15 Feb 2013
360° logo	85/849,384	13 Feb 2013
360 COVERAGE logo	85/890,892	29 Mar 2013
3D Commuter Series	85/809,708	21 Dec 2012
Absolute Protection	85/803,498	14 Dec 2012
Adaptable Protection	85/894,627	14 Dec 2012
Agile Protection	85/803,491	14 Dec 2012
Armor Lifestyle	85/922,747	03 May 2013
Case Closed	85/576,166	21 Mar 2012
Clean logo	85/849,393	13 Feb 2013
Clearly Protected	85/825,985	17 Jan 2013
Clearly Protected	85/896,933	05 Apr 2013
Commuter Lifestyle	85/922,809	03 May 2013
Decibel	85/769,525	01 Nov 2012
Decibel Series	85/769,357	01 Nov 2012
Defend the House	85/769,323	01 Nov 2012
Defender Lifestyle	85/922,762	03 May 2013
Defender Series With NFC Technology	85/924,344	06 May 2013
Effortless Protection	85/803,493	04 Dec 2012
Empowered	85/807,545	20 Dec 2012
Empowered Series	85/807,560	20 Dec 2012
Enable Your World	85/505,993	31 Jul 2012
Enforcer Series	85/800,158	11 Dec 2012
Flex Zone	85/615,411	03 May 2012
Impact Lifestyle	85/922,846	03 May 2013
Impact Protection logo	85/890,917	29 Mar 2013
Made for Action	85/803,531	14 Dec 2012
Made for Adventure	85/803,523	14 Dec 2012
Made for Confidence	85/803,508	14 Dec 2012
Made for Power	85/849,321	13 Feb 2013
Made for Simplicity	85/803,515	14 Dec 2012
Made for the Journey	85/898349	08 Apr 2013
Made for Versatility	85/803,518	14 Dec 2012
Meets U.S. Military Standards logo	85/850,508	14 Feb 2013
No Worries, It's an OtterBox	85/890,460	29 Mar 2013
Olivia the Otter	85/777,475	12 Nov 2012
Olivia the Otter logo	85/778,452	13 Nov 2012
Ollie the Otter	85/890,599	29 Mar 2013
OtterBox	85/924,282	06 May 2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0857**

OtterBox	85/924,136	06 May 2013
OtterBox	85/924,536	06 May 2013
OtterBox block logo	85/817,292	07 Jan 2013
OtterBox Case Compatible logo	85/890,928	29 Mar 2013
Otter face logo	85/703,117	14 Aug 2012
Prefix Lifestyle	85/922,824	03 May 2013
Privacy logo	85/849,403	13 Feb 2013
Protect Your Game	85/505,986	29 Dec 2011
Protection For What's Next	85/428,337	21 Sep 2011
Pursuit Lifestyle	85/922,940	03 May 2013
Pursuits	85/686,606	25 Jul 2012
Reflex Lifestyle	85/922,816	03 May 2013
Rugged Protection	85/803,450	14 Dec 2012
Scratch Resistant logo	85/890,933	29 Mar 2013
SoHo Lifestyle	85/922,951	03 May 2013
Smartphone Outsmarted	85/836,355	30 Jan 2013
Smudge-free logo	85/890,942	29 Mar 2013
SoHo Series	85/909,217	19 Apr 2013
Stylish Protection	85/800,549	12 Dec 2012
The Toughest Case Ever Built.	85/832,503	25 Jan 2013
Vibrant logo	85/849,412	13 Feb 2013
Visual Privacy logo	85/890,945	29 Mar 2013
Water Drop Dust Crush logo	85/801,444	12 Dec 2012

#### FOREIGN REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Always Use Protection	Australia	1470367	19 Jan 2012
Armor	China	8055887	14 Feb 2011
Armor Series	Japan	1121775	11 May 2012
Commuter	Australia	1507104	05 Apr 2012
	China	8055891	21 Mar 2011
	Japan	1122372	05 Apr 2012
	Norway	1122372	05 Apr 2012
	South Korea	1122372	05 Apr 2012
Commuter Series	Australia	1505831	11 May 2012
	Canada	TMA849772	29 Apr 2013
	Japan	1121774	11 May 2012
	Norway	1121774	11 May 2012
	South Korea	1121774	11 May 2012
Defender Series	Canada	TMA849771	29 Apr 2013
	EU	1075783	26 May 2011
	Japan	1120498	05 Apr 2012

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**TRADEMARK**  
**REEL: 005042 FRAME: 0858**

	Norway	1120498	05 Apr 2012
Enable Your World	Australia	1512745	27 Jun 2012
	Hong Kong	302299122	28 Jun 2012
Impact Series	Australia	1504503	11 May 2012
	EU	1072377	21 Apr 2011
	Norway	1121207	11 May 2012
Otter	China	7722083	07 Feb 2011
OtterBox	China	7722085	n/a
OtterBox	Australia	1503078	03 Apr 2012
	China	G1120565	n/a
	Japan	1120565	03 Apr 2012
	New Zealand	956758	04 Apr 2012
	Norway	1120565	03 Apr 2012
	Singapore	T1210554J	03 Apr 2012
	South Korea	1120565	03 Apr 2012
Otter Box	Argentina	2476793	17 Nov 2011
	Australia	1387146	17 Aug 2010
	Canada	TMA803990	09 Aug 2011
	Chile	962503	13 Sep 2012
	China	G1018713	n/a
	Colombia	422855	28 Apr 2011
	Dominican Republic	186724	n/a
	Ecuador	I-9023-2011	25 Nov 2011
	Egypt	1069074	31 Mar 2011
	EU	1018698	26 Nov 2009
	Hong Kong	301591803	20 Aug 2010
	Indonesia	IDM000356946	24 May 2012
	Israel	236609	09 Dec 2010
	Kenya	1069074	31 Mar 2011
	Malaysia	2010024378	13 Mar 2012
	Mexico	1268762	17 Feb 2012
	New Zealand	834801	14 Dec 2010
	Norway	1069074	09 Dec 2010
	Oman	1069074	31 Mar 2011
	Panama	196690-01	12 Jan 2011
	Russia	1050433	15 Nov 2012
	South Africa	2011/06028	11 Mar 2011
	South Korea	1609074	12 Oct 2012
	Switzerland	1069074	19 Apr 2012
	Ukraine	1069074	12 Apr 2012
	Vietnam	162685	27 Apr 2011
OtterBox logo	Argentina	2476791	17 Nov 2011
	Australia	1387082	17 Aug 2010
	Chile	923767	06 Jul 2011
	China	G1022541	n/a

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**TRADEMARK**  
**REEL: 005042 FRAME: 0859**

	Colombia	422854	28 Apr 2011
	Dominican Republic	187229	n/a
	Egypt	1069075	31 Mar 2011
	EU	1022540	24 Dec 2009
	Kenya	1069075	31 Mar 2011
	Indonesia	IDM000356826	24 May 2012
	Israel	236610	09 Dec 2010
	Malaysia	2010024379	21 Dec 2010
	Mexico	1278069	17 Feb 2012
	New Zealand	834800	14 Dec 2010
	Norway	1069075	09 Dec 2011
	Oman	1069075	31 Mar 2011
	Panama	196692-01	12 Jan 2011
	Russia	1050057	18 Aug 2011
	Singapore	T1103719C	09 Dec 2010
	Switzerland	1069075	19 Apr 2012
	Turkey	2011/28321	24 Jan 2013
	Ukraine	1069075	12 Apr 2012
OtterBox & logo	Hong Kong	301591731	20 Aug 2010
Prefix Series	New Zealand	966537	08 May 2012
Protection For What's Next	New Zealand	956010	21 Sep 2011
Protect Your Connections	Australia	1505986	28 Jun 2012
Protect Your Game	Australia	1512749	28 Jun 2012
Pursuit Series	Hong Kong	302396764	15 Mar 2013
	New Zealand	966539	11 May 2012
Reflex Series	Canada	TMA849773	29 Apr 2013
	EU	1072422	21 Apr 2011
	Taiwan	01502121	01 Feb 2012
Reflex Zone	China	G1106965	05 Jan 2012
	EU	1106965	01 Mar 2012
Tandem	China	8055888	14 Jun 2011
Utility Series	Australia	1450980	02 Aug 2011
We've Got Technology Covered	Australia	1507193	04 Apr 2012
	Japan	1122812	04 Apr 2012

FOREIGN PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
#1 Most Trusted logo	Canada	1618314	14 Mar 2013
2X Battery logo	Canada	1618318	14 Mar 2013
360° logo	Canada	1618307	14 Mar 2013
3D Commuter Series	Canada	1618315	14 Mar 2013
Absolute Protection	Canada	1618303	14 Mar 2013
Agile Protection	Canada	1618298	14 Mar 2013
Armor	China	8055892	n/a

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**TRADEMARK**  
**REEL: 005042 FRAME: 0860**

Armor Series	Australia	1505832	11 May 2012
	Canada	1574712	24 Apr 2012
	China	G1121775	09 Aug 2012
	Egypt	1121775	11 May 2012
	EU	1121775	11 May 2012
	Israel	248395	11 May 2012
	Norway	201207748	08 Feb 2012
	Singapore	T1211284I	11 May 2012
	Turkey	2012/70346	11 May 2012
Clean logo	Canada	1618309	14 Mar 2013
Clearly Protected	Australia	1512750	28 Jun 2012
	Canada	1584071	28 Jun 2012
	China	1126182	13 Sep 2012
	EU	1126182	28 Jun 2012
	Hong Kong	302299140	28 Jun 2012
Commuter	Egypt	1122372	16 Aug 2012
	Israel	248562	05 Apr 2012
	Turkey	2012/72357	05 Apr 2012
Commuter Series	China	1121774	09 Aug 2012
	Egypt	1121774	09 Aug 2012
	Israel	248394	11 May 2012
	Singapore	T1211283J	11 May 2012
	Turkey	2012/70345	11 May 2012
Defender	China	8055890	n/a
Defender Series	Australia	1450912	04 Aug 2011
	China	1120498	26 Jul 2012
	Egypt	1120498	26 Jul 2012
	Israel	248070	05 Apr 2012
	Singapore	T1210546Z	05 Apr 2012
	Turkey	2012/65288	04 May 2012
Effortless Protection	Canada	1618299	14 Mar 2013
Enable Your World	Canada	1584070	28 Jun 2012
	China	1126173	13 Sep 2012
	EU	1126173	27 Jun 2012
Impact	China	8055889	n/a
Impact Series	Canada	1574287	20 Apr 2012
	China	1121207	11 May 2012
	Egypt	1121207	02 Aug 2012
	Israel	248252	11 May 2012
	Turkey	2012/67854	11 May 2012
iProtection	Canada	1621362	05 Apr 2013
	China	1107011	10 Jan 2012
	EU	1107011	08 Mar 2012
Made for Action	Canada	1618308	14 Mar 2013
Made for Adventure	Canada	1618306	14 Mar 2013

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**TRADEMARK**  
**REEL: 005042 FRAME: 0861**



Made for Confidence	Canada	1618305	14 Mar 2013
Made for Power	Canada	1618305	14 Mar 2013
Made for Simplicity	Canada	1618304	14 Mar 2013
Made for Versatility	Canada	1618302	14 Mar 2013
Meets U.S. Military Standards logo	Canada	1618313	14 Mar 2013
No Worries Mate	Australia	1537725	25 Jan 2013
	New Zealand	971927	25 Jan 2013
Olivia the Otter	Canada	1624965	01 May 2013
	Hong Kong	302596780	n/a
Olivia the Otter logo	Canada	1624971	01 May 2013
	Hong Kong	302596771	n/a
Otter	China	7722082	n/a
Otter Box	Brazil	903421488	28 Feb 2011
	India	2012800	23 Aug 2010
	Lebanon	8626	n/a
	Saudi Arabia	186960	n/a
	Turkey	2011/28320	03 Apr 2012
OtterBox	China	10810748	n/a
OtterBox	Canada	1574290	20 Apr 2012
	Chile	1005956	04 May 2012
	Egypt	1120565	26 Jul 2012
	EU	1120565	26 Jul 2012
	India	2317314	18 Apr 2012
	Israel	248076	03 Apr 2012
	Lebanon	8629	n/a
	Malaysia	2012005600	n/a
	Philippines	PH/4/2012/500797	26 Jun 2012
	Saudi Arabia	186961	n/a
	Turkey	2012/65299	03 Apr 2012
OtterBox face logo	Australia	1553593	04 Feb 2013
	Canada	1614186	14 Feb 2013
	Chile	1045761	13 Feb 2013
	China	1155776	02 May 2013
	Egypt	1155776	02 May 2013
	EU	1155776	04 Feb 2013
	Hong Kong	302520530	n/a
	Indonesia	D002013006693	n/a
	Israel	255209	04 Feb 2013
	New Zealand	976256	25 Apr 2013
	Norway	201304986	25 Apr 2013
	Philippines	T1306728F	04 Feb 2013
Otter Box logo	Brazil	903453142	14 Mar 2011
	Philippines	PH/4/2012/500798	15 Aug 2012
OtterBox & logo	Indonesia	D002012018864	n/a

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**TRADEMARK**  
**REEL: 005042 FRAME: 0862**

	Lebanon	8627	n/a
	Philippines	PH/4/2012/500799	15 Aug 2012
	Saudi Arabia	186962	n/a
	Turkey	2012/77145	11 Sep 2012
Prefix Series	Australia	1549651	27 Sep 2012
	Canada	1597409	09 Oct 2012
	Egypt	1153109	27 Sep 2012
	EU	1153109	11 Apr 2013
	Hong Kong	302396773	n/a
	India	2406397	05 Oct 2012
	Indonesia	D002012051855	n/a
	Israel	254635	27 Sep 2012
	Malaysia	2012016841	n/a
	Norway	201304022	04 Apr 2013
	Singapore	T1305395A	27 Sep 2012
	Turkey	2013/33336	27 Sep 2012
Privacy logo	Canada	1618312	14 Mar 2013
Protection For What's Next	Hong Kong	302197594	n/a
	Philippines	PH/4/2012/500687	05 Sep 2012
	Malaysia	2012004562	n/a
Protect Your Connections	Canada	1584076	28 Jun 2012
	China	1106430	01 Mar 2012
	EU	1106430	01 Mar 2012
	Hong Kong	302299113	n/a
Protect Your Game	Canada	1584069	28 Jun 2012
	China	1126181	13 Sep 2012
	EU	1126181	28 Jun 2012
	Hong Kong	302299131	n/a
Pursuit Series	Australia	1549656	27 Sep 2012
	Canada	1597411	09 Oct 2012
	China	1153130	11 Apr 2013
	Egypt	1153130	11 Apr 2013
	EU	1153130	27 Sep 2012
	Indonesia	D002012051856	n/a
	Israel	254637	27 Sep 2012
	Malaysia	2012016842	n/a
	Norway	201304026	04 Apr 2013
	Singapore	T1305397H	27 Sep 2012
	Turkey	2013/33338	27 Sep 2012
Reflex Series	Australia	1537282	11 May 2012
	China	9319855	n/a
	Egypt	1145013	31 Jan 2013
	Israel	252854	11 May 2012
	Norway	201300937	24 Jan 2013
	Singapore	T1301506E	11 May 2012

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**TRADEMARK**  
**REEL: 005042 FRAME: 0863**

	Turkey	2013/09156	11 May 2012
Rugged Protection	Canada	1618297	14 Mar 2013
Stylish Protection	Canada	1618296	14 Mar 2013
Take What's Yours	Canada	1624977	01 May 2013
The Toughest Case Ever Built	Canada	1618319	14 Mar 2013
Tough, Rugged, Sleek, Case Closed	Australia	1537726	25 Jan 2013
	New Zealand	971928	25 Jan 2013
Tough, Rugged, Sleek, Case Closed logo	Australia	1537729	25 Jan 2013
	New Zealand	971929	25 Jan 2013
Utility Series	China	1090715	06 Oct 2011
	EU	1090715	06 Oct 2011
	Hong Kong	301992907	n/a
Vibrant logo	Canada	1618311	14 Mar 2013
Water Drop Dust Crush logo	Canada	1618300	14 Mar 2013
We've Got Technology Covered	Canada	1621356	05 Apr 2013
	Norway	201208025	08 Sep 2012
	Israel	248604	04 Apr 2012
	Egypt	1122812	04 Apr 2012
	EU	1122812	16 Aug 2012
	China	1122812	16 Aug 2012
	Turkey	2012/72453	04 Apr 2012

## II. TREEFROG DEVELOPMENTS, INC.

### a. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
ALLPROOF	NZ	827106	07/12/2010	827106	01/13/2011
ALLPROOF	CA	1488229	07/12/2010		
ALLPROOF	TW	099038433	08/06/2010	01473070	09/16/2011
ALLPROOF	US	85/082496	07/12/2010		
ALLPROOF	EM	009241233	07/13/2010	009241233	12/24/2010
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	AU	4301438	11/02/2012		

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**TRADEMARK**  
**REEL: 005042 FRAME: 0864**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	CN	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	EM	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo --- Designation of IB)	JP	4301438	11/02/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	US	85/702238	08/13/2012	4301438	03/12/2013
DESIGN (Rain, Dirt, Snow, Shock Logo)	BR	840390319	01/09/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo)	BR	Not filing per the Company			
DESIGN (Rain, Dirt, Snow, Shock Logo)	MX	1323676	11/06/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	MX	1323677	11/06/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	TW	101065381	11/16/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo)	IB	4301438	11/02/2012	4301438	01/03/2013
DESIGN (Rain, Dirt, Snow, Shock Logo) --- Series Mark	HK	302449927	11/29/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	AU	to be assigned	12/18/2012		

Schedule C-10

SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0865**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	CN	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	EM	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	JP	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	PH	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	RU	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods --- Designation of IB)	TR	to be assigned	12/18/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	US	85/803438	12/14/2012		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	IB	to be assigned	12/18/2012		

Schedule C-11

SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0866**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	BR	840391226	01/09/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	MX	1353656	03/01/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	TW	102002103	01/11/2013		
DESIGN (Rain, Dirt, Snow, Shock Logo) (expanded goods)	TH	Not yet filed			
DESIGN ONLY (LifeProof Logo --- series mark)	MY	2012060458	12/31/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	PY	59425	12/18/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	UY	441.657	12/17/2012		
DESIGN ONLY (Rain Dirt Snow Shock Logo)	KR	to be assigned	01/09/2013		
EVERYDAY, EVERYWHERE, EVERYTHING	US	85/568792	3/14/2012		
FLÄÄSH	US	85/665783	06/29/2012		
FLASHBACK	US	85/674250	07/11/2012		
FRE	US	85/665802	06/29/2012		
FRE	IB	1149716	12/28/2012		12/28/2012
FRE	CA	1,609,201	01/09/2013		
FRE	HK	302490462	01/09/2013		
FRE	MX	1338989	01/11/2013		
FRE	TW	102001277	01/09/2013		

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SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0867**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
FRE (Designation of IB)	CN	1149716	12/28/2012		
IPROOF	US	85372403	July 15, 2011		
JÖÖST	US	85/665794	06/29/2012		
JÖÖST	IB	to be assigned	12/28/2012		
JÖÖST (Designation of IB)	CN	to be assigned	12/28/2012		
LET'S GO!	US	85/542931	2/15/2012	4285129	2/5/2013
LET'S GO!	IB	1136877	08/15/2012		
LET'S GO!	CA	1,590,209	08/15/2012		
LET'S GO!	TW	101046192	08/15/2012		
LET'S GO!	BR	840391218	01/09/2013		
LET'S GO!	BR	Not filing per the Company			
LET'S GO!	MX	1323678	11/06/2012		
LET'S GO!	MX	1323679	11/06/2012		
LET'S GO! (Designation of IB)	AU	1136877	08/15/2012		
LET'S GO! (Designation of IB)	CN	1136877	08/15/2012		
LET'S GO! (Designation of IB)	EM	1136877	08/15/2012		
LET'S GO! (Designation of IB)	JP	1136877	08/15/2012		
LET'S GO! (in Chinese characters)	CN	Not yet filed			
LET'S GO! (in Chinese characters)	CN	Not yet filed			
LIFE PROOF	US	85/832930	01/25/2013		
LIFEPROOF	US	85/589634	4/5/2012		
LIFEPROOF	NZ	827105	07/12/2010	827105	01/13/2011
LIFEPROOF	CA	1488225	07/12/2010		
LIFEPROOF	TW	99038431	08/06/2010	1473069	09/16/2011
LIFEPROOF	US	85/082487	07/12/2010	4,057,201	11/15/2011
LIFEPROOF	IB	1054602	10/06/2010	1054602	10/06/2010
LIFEPROOF	BR	Not yet filed			

Schedule C-13

SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0868**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
LIFEPROOF	BR	Not filing per the Company			
LIFEPROOF	MX	1323680	11/06/2012		
LIFEPROOF	MX	1323681	11/06/2012		
LIFEPROOF	US	85/771178	11/05/2012		
LIFEPROOF	HK	302443040	11/22/2012		
LIFEPROOF	CN	11645779	10/24/2012		
LIFEPROOF	MY	2012060455	12/31/2012		
LIFEPROOF	MY	2012060456	12/31/2012		
LIFEPROOF	PY	59426	12/18/2012		
LIFEPROOF	PY	59427	12/18/2012		
LIFEPROOF	UY	441.658	12/17/2012		
LIFEPROOF	GB	2633749	09/05/2012	2633749	01/11/2013
LIFEPROOF	KR	40-2013-1856	01/09/2013		
LIFE-PROOF	US	85/832902	01/25/2013		
LIFEPROOF (and Design)	PA	219654	01/03/2013		
LIFEPROOF (Designation of IB)	JP	1054602	10/06/2010	1054602	11/18/2011
LIFEPROOF (Designation of IB)	AU	1054602	10/06/2010	1393652	03/17/2011
LIFEPROOF (Designation of IB)	CN	1054602	10/06/2010	1054602	08/08/2011
LIFEPROOF (Designation of IB)	GB	1054602	09/28/2012		
LIFEPROOF (expanded goods -- Designation of IB)	MA	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	NO	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	PH	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	RU	to be assigned	12/18/2012		

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SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0869**



Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
LIFEPROOF (expanded goods -- Designation of IB)	SG	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	CH	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	TR	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	AU	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	CN	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	EM	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	JP	to be assigned	12/18/2012		
LIFEPROOF (expanded goods -- Designation of IB)	NZ	to be assigned	12/18/2012		
LIFEPROOF (expanded goods)	US	85/803426	12/14/2012		
LIFEPROOF (expanded goods)	IB	to be assigned	12/18/2012		
LIFEPROOF (expanded goods)	BR	840390360	01/09/2013		
LIFEPROOF (expanded goods)	BR	840390327	01/09/2013		
LIFEPROOF (expanded goods)	CA	1,607,438	12/19/2012		

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SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0870**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
LIFEPROOF (expanded goods)	HK	302478691	12/24/2012		
LIFEPROOF (expanded goods)	MX	1353655	03/01/2013		
LIFEPROOF (expanded goods)	MX	1353653	03/01/2013		
LIFEPROOF (expanded goods)	TW	102002102	01/11/2013		
LIFEPROOF (expanded goods)	TH	Not yet filed			
LIFEPROOF (in Chinese characters)	CN	Not yet filed			
LIFEPROOF (in Chinese characters)	CN	Not yet filed			
LIFEPROOF (Subsequent Designation of IB)	EM	1054602	09/28/2012		
NÜÜD	US	85/604621	04/21/2012		
NÜÜD	CA	1,609,207	01/09/2013		
NÜÜD	HK	302490471	01/09/2013		
NÜÜD	MX	1338988	01/11/2013		
NÜÜD	TW	102001276	01/11/2013		
NÜÜD	IB	1149731	01/08/2013	1149731	02/28/2013
NÜÜD (Designation of IB)	AU	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	CN	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	EM	to be assigned	01/08/2013		
NÜÜD (Designation of IB)	JP	to be assigned	01/08/2013		
NUUDIST	US	85/669095	07/05/2012		
NÜÜDIST	US	85/669093	07/05/2012		

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SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0871**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
PRÉM	US	85/720373	9/4/2012		
Qlîir	US	85/740748	9/28/2012		
SÖND	US	85/674255	07/11/2012		
SÖND	IB	to be assigned	12/28/2012		
SÖND (Designation of IB)	CN	1150301	12/28/2012		
SÖNIK	US	85/665799	06/29/2012		
SÖNIK	IB	to be assigned	12/28/2012		
SÖNIK (Designation of IB)	CN	1150302	12/28/2012		
SOUND ENHANCEME NT SYSTEM	US	85/682610	07/20/2012		
THE FOUR PROOFS	US	85/542929	2/15/2012		
THE FOUR PROOFS	IB	1131390	08/15/2012	1131390	10/18/2012
THE FOUR PROOFS	CA	1,590,206	08/15/2012		
THE FOUR PROOFS	TW	101046191	08/15/2012		
THE FOUR PROOFS (Designation of IB)	AU	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	CN	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	EM	1131390	08/15/2012		
THE FOUR PROOFS (Designation of IB)	JP	1131390	08/15/2012		
THE FREEDOM MOVEMENT	US	85/720385	09/04/2012		
THE WORLD WIDE FREEDOM MOVEMENT	US	85/720379	09/04/2012		

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SD\1315697.2

**TRADEMARK**  
**REEL: 005042 FRAME: 0872**

Trademark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
TRÄVL	US	85/665789	06/29/2012		
WRAPZ	US	85/634557	05/24/2012		

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SD\1315697.2

RECORDED: 06/06/2013

TRADEMARK  
REEL: 005042 FRAME: 0873

## **EXHIBIT "H"**

## TRADEMARK ASSIGNMENT AGREEMENT

---

This Trademark Assignment Agreement ("Agreement") is dated January 9, 2013, by and among Seal Shield LLC, a Florida limited liability company ("Seal Shield") and KlearKase, LLC a Washington limited liability company ("KlearKase")

KlearKase is the owner of certain trademarks, to wit: KLEARKASE (including the stylized KLEARKASE mark attached as EXHIBIT 1) and LIFEPROOF (collectively, the "Marks").

In consideration of the sum of **ONE Dollar (\$1.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged, KlearKase does hereby irrevocably sell, transfer and assign to Seal Shield, its successors and assigns, all of KlearKase's right, title and interest in and to the Marks, including all common law rights, and any and all trademark applications and registrations, along with the goodwill of the business symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks, the same to be held and enjoyed by Seal Shield for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by KlearKase if this assignment had not been made.

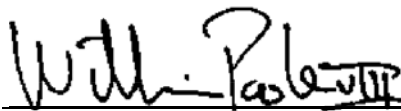
KlearKase hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any other country empowered to issue trademark registrations, to record this assignment and to issue or transfer all registrations for said Marks to Seal Shield as owner of all right, title and interest therein.

**FURTHER**, at Seal Shield's sole expense, KlearKase agrees to communicate to Seal Shield, or its representatives, any facts known to KlearKase respecting or regarding said Marks; testify in any legal proceedings, including trademark cancellation proceedings; sign all lawful papers; execute all reasonably necessary assignment papers to cause any and all trademark registrations to be issued to Seal Shield; make all rightful oaths; and generally do everything reasonably necessary and appropriate to aid Seal Shield, its successors and assigns, to obtain and enforce proper protection for said Marks in the United States and the rest of the world.

[SIGNATURE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date first above written.

KLEARKASE, LLC

By 

For Poolinger Management Co. LLC, Its Manger,  
by William Poole VIII, Manager

**EXHIBIT 1**





## **EXHIBIT "I"**

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA,  
ORLANDO DIVISION**

SEAL SHIELD, LLC, a Florida	)	
limited liability company,	)	
	)	
Plaintiff,	)	
	)	CASE NO.:
-vs-	)	
	)	
OTTER PRODUCTS, LLC, a	)	
Colorado limited liability company,	)	
and TREEFROG		
DEVELOPMENTS, INC., d/b/a		
LifeProof, a Delaware corporation.		
Defendants.		

---

**DECLARATION OF DAVID VAILLANCOURT**

Before me, the undersigned authority, this day personally appeared David Vaillancourt, who, after first being duly sworn, deposes and states:

1. I am a United States citizen residing in the State of Washington. I am over the age of eighteen and do not suffer from any mental or physical disabilities that would render me incompetent to testify in this matter. The statements set forth in this Declaration are made of my personal knowledge and/or information provided me by employees and agents of KlearKase, LLC. If called as a witness, I would testify competently to each of the following facts.

2. In September, 2009, I was the co-founder and Vice President of KlearKase, LLC (“KlearKase”), which is a designer and manufacturer of protective enclosures for portable handheld electronic devices, including the Amazon Kindle and Amazon e-readers. I also helped design the novel waterproofing, dustproofing and protective case technology utilized in the protective enclosures manufactured by KlearKase.

3. Additionally, as a result of much thought and deliberation, KlearKase determined that the terms LIFE PROOF, LIFEPROOF and LIFE-PROOF (collectively, the “Lifeproof Marks”) were not in use and decided to use the Lifeproof Marks to help promote, market and sell KlearKase protective enclosures for portable handheld electronic devices.

4. Since at least as early as June of 2010, KlearKase has continuously used the Trademark symbol (™) in conjunction with the Lifeproof Marks throughout the United States and the world in connection with the advertisement, promotion, and sale of waterproof, dustproof, and shockproof protective enclosures for portable handheld electronic devices.

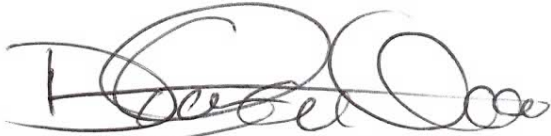
5. Since at least as early as June of 2010, KlearKase has continuously used the Lifeproof Marks throughout the United States and the world in connection with the advertisement, promotion, and sale of waterproof, dustproof, and shockproof protective enclosures for portable handheld electronic devices.

6. Attached to this Declaration as Composite Exhibit “A” are true and correct copies of examples the use of the Lifeproof Marks, including copies of product packaging and copies of Amazon web pages that advertised, marketed, and sold KlearKase products.

7. I remained at KlearKase until it was purchased by Seal Shield, LLC in January, 2013. As a result of the acquisition, Seal Shield obtained all the assets of KlearKase, including its novel waterproofing, dustproofing and protective case technology, along with the LIFE PROOF, LIFEPROOF and LIFE-PROOF Marks (collectively, the “Lifeproof Marks”). A true and correct copy of the Trademark Assignment pursuant to which Seal Shield acquired, from KlearKase, all of KlearKase’s rights in and to the Lifeproof Marks, is attached hereto as Exhibit “B” and

incorporated by reference as though set forth herein.


FURTHER AFFIANT SAYETH NAUGHT

  
\_\_\_\_\_  
David Vaillancourt

STATE OF WASHINGTON }  
  }  
COUNTY OF King }

BEFORE ME, the undersigned authority, personally appeared affiant, David Vaillancourt, who has produced Washington Drivers License as identification and who took an oath, deposes and says that he executed the foregoing Declaration and the statements contained therein are true and correct to the best of affiant's knowledge and belief.

DATED this 20<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
Notary Public at Large – State of Washington

Deals Nameta  
\_\_\_\_\_  
Printed Name

My Commission Expires: 08/08/2014

**COMPOSITE EXHIBIT “A”**

TO DECLARATION OF DAVID VAILLANCOURT

KlearKase<sup>TM</sup>

For  
Amazon Kindle 2



Life Proof<sup>TM</sup>

KK1.1







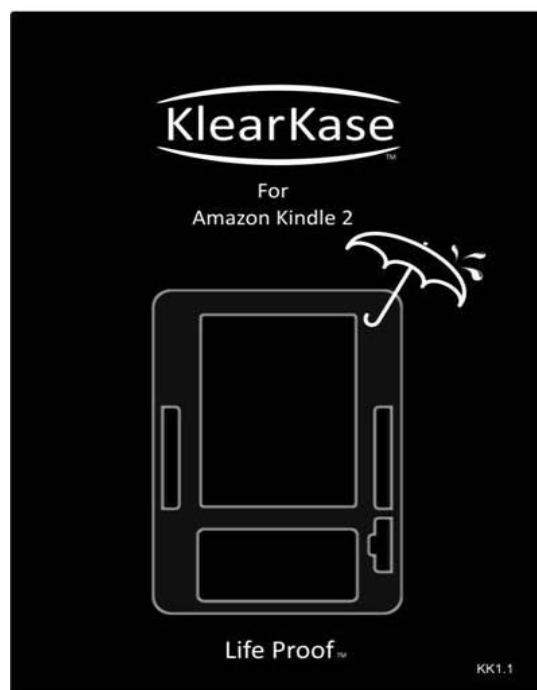








Silicone Case





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- Lightweight 5.5 oz easy-grip case you can leave on all the time.
- Made from the same material used in F22 fighter planes, it is protective and strong. Plus Includes free carrying bag for further protection.
- Perfect for your family; protects your Kindle from daily life: from spilled milk to falls on the ground.

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**Frequently Bought Together****Price for all three: \$228.94**[Show availability and shipping details](#)

- ☒ **This item:** KlearKase for Kindle Fire - Splash-Proof, Transparent Case for Family or Outdoor Use - With Screen Protection (does not fit Kindle Fire HD) by KlearKase **\$49.95**
- ☒ **Kindle Fire 7", LCD Display, Wi-Fi, 8 GB - Includes Special Offers** by Amazon Digital Services Inc. **\$159.00**
- ☒ **Amazon Kindle PowerFast for Accelerated Charging (not included with device, for use with the new Kindle Fire or Kindle Fire HD models)** by Amazon **\$19.99**

**What Other Items Do Customers Buy After Viewing This Item?****Amazon Kindle PowerFast for Accelerated Charging (not included with device, for use with the new Kindle Fire or Kindle Fire HD models)** by Amazon  
(5,641)**\$19.99****OtterBox Defender Series Protective Case for Kindle Fire HD 7", Black (with built-in screen protection)** by OtterBox  
(332)**\$69.95**



Kindle Fire HD 7", Dolby Audio, Dual-Band Wi-Fi, 16 GB - Includes Special Of (11,570)

\$199.00



Otter Box Defender Series Standing Case for Kindle Fire, Black (Built-in Scre (279)

\$59.98

Gumdrop Cases Drop Tech Series Protective Case Cover for Kindle Fire, Black - With Screen ... (137)

\$49.95

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## Product Details

**Product Dimensions:** 8.2 x 5.4 x 0.6 inches ; 5.4 ounces**Shipping Weight:** 6.4 ounces ([View shipping rates and policies](#))**Shipping:** Currently, item can be shipped only within the U.S.**ASIN:** B0073YM8PG**Item model number:** KK4.0**Average Customer Review:** ([98 customer reviews](#))**Date first available at Amazon.com:** January 31, 2011

In Stock. Eligible for free shipping with Amazon Prime.

Did we miss any relevant features for this product? [Tell us what we missed.](#)Would you like to [give feedback on images](#) or [tell us about a lower price?](#)

## Product Description

From the Manufacturer

### Transparent by Design

KlearKase is designed so you will forget it is on your Kindle. It's crystal clear, weighs only 5.5 ounces, and provides seamless access to Kindle features. Don't cover your Kindle - *protect it* and show it off in the transparent KlearKase.

### Life Proof

Kids, families, and active adults can now use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects from every-day mishaps, as well as at the beach, by the pool, in the tub, and while traveling. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

### Splash Proof

KlearKase is fully sealed from splashes, dirt, and humidity. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

### One Everyday Case for Entire Family

Many owners buy multiple cases, and aren't always protected from the unexpected spill or drop. Instead, buy KlearKase - an everyday case and life-proof case combined in one.

### Extras & Compatibility

KlearKase for Kindle Fire includes a carrying bag. 1 year warranty. Splash-proof, but not waterproof. Separate products available from KlearKase for other Kindle models.

## Product Description

The top-rated life-proof Kindle case is now available for Kindle Fire. Featured on the Today Show, Reader's Digest, Budget Travel, Wired and more, KlearKaseTM provides the only splash-proof Kindle cases that you'll want to use all the time. Now a 3rd generation design, our case for the Kindle Fire is tried and tested. Ideal for kids and families, KlearKase shields from every day accidents, and lets you enjoy your Kindle in places you wouldn't even bring a paperback. Please confirm your Kindle version, as KlearKases are custom designed for each version and fit like a glove.

## Customers Who Bought This Item Also Bought

Page 1 of 9



Kindle Fire 7", LCD Display, Wi-Fi, 8 GB -



Amazon Kindle PowerFast for Accelerated Charging



2-Year Protection Plan plus Accident Coverage for



Gumdrop Cases Drop Tech Series Protective Case

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- Take your Kindle Keyboard anywhere it may get wet, scratched, dirty or dropped.
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(40,009)**\$139.00****Kindle Leather Cover, Black, Updated Design (Fits Kindle Keyboard)** by Amazon  
(1,130)**\$17.49****Marware Eco-Vue Kindle Leather Folio, Black (Fits Kindle Keyboard)** by Marware  
(483)**\$9.99****Kindle Paperwhite, 6" High Resolution Display with Built-in Light, Wi-Fi - Includes Special Offers** by Amazon Digital Services Inc.  
(10,173)**\$119.00**[> Explore similar items](#)**Product Details****Product Dimensions:** 5.4 x 0.5 x 7.5 inches ; 6.1 ounces**Shipping Weight:** 7.2 ounces**Shipping:** This item is also available for shipping to select countries outside the U.S.**ASIN:** B005DO4374**Item model number:** KK3.0**Average Customer Review:** [\(71 customer reviews\)](#)**Date first available at Amazon.com:** July 21, 2011Did we miss any relevant features for this product? [Tell us what we missed.](#)Would you like to [give feedback on images](#) or [tell us about a lower price?](#)**Product Description**

The top-rated water resistant Kindle case is now available for Kindle 3. Featured on the Today Show, Reader's Digest, Budget

Travel, Wired and more, KlearKase™ is the only splash-proof Kindle case you'll want to use all the time. It shields your Kindle from accidents, and lets you enjoy e-books in places you wouldn't even bring a paperback. KlearKase for Kindle 3 fits 6 inch Display, current generation Kindle only. Please confirm your Kindle version before ordering (your Kindle's power slider should be on the bottom of your Kindle).

#### Transparent Design

KlearKase is designed so you will forget it is on your Kindle. It is crystal clear, weighs only 6 ounces, and provides seamless access to all Kindle buttons. Don't cover your Kindle - show it off in the transparent KlearKase.

#### Life Proof

Use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects at the beach, by the pool, in the tub, while traveling or commuting, and around kids or pets. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

#### Splash Proof

KlearKase is fully sealed from splashes. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

#### One Everyday Case

Most splash-proof cases are only used near water. This means their owners buy multiple cases, and aren't always protected from the unexpected spill. Instead of buying multiple cases for different activities, buy KlearKase - an everyday case and splash proof case in one.

#### Extras & Compatibility

KlearKase for Kindle includes a carrying bag. 1 year warranty. Splash-proof, but not waterproof. Kindle sold separately.

### Customers Who Bought This Item Also Bought

Page 1 of 6



Kindle Keyboard 3G, Free  
3G + Wi-Fi, 6" E Ink  
Display - includes Special  
Offers ...

(40,009)

\$139.00



2-Year Extended Warranty  
for Kindle Keyboard 3G,  
U.S. customers only

(264)

\$39.99



KlearKase for Kindle Fire -  
Splash-Proof, Transparent  
Case for Family or  
Outdoor Use ...

(98)

\$49.95



Marware SportGrip Fitted  
Silicone Kindle Case (Fits  
Kindle Keyboard), Pink

(315)

\$9.98

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Think of a tag as a keyword or label you consider is strongly related to this product.

Tags will help all customers organize and find favorite items.

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### Customer Reviews

(71)

3.7 out of 5 stars

5 star

37

4 star

5

3 star

10

2 star

10

1 star

9

[See all 71 customer reviews](#)

*"Now I can have peace of mind while reading at the beach."*

WindOverWater | 17 reviewers made a similar statement

*"The main problem is the case refuses to stay snapped together."*

Gary W. Horn | 8 reviewers made a similar statement

*"It has put my mind at ease that when i drop my kindle or it gets something spilled on it that the case protects my kindle frkm damage."*

S. Kresta | 10 reviewers made a similar statement

#### Most Helpful Customer Reviews

56 of 59 people found the following review helpful

**Great for added protection, not everyday use.** August 17, 2011



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Roll over image to zoom in



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by [KlearKase](#)

## KlearKase for Kindle 2 - Splash Proof, Transparent Protective Case (Fits 6" Display, 2nd Generation Kindle)

([70 customer reviews](#)) |

Have one to sell?

[Share](#)

- Fits Kindle 2 Only (not current generation Kindle 3). Please confirm your Kindle's power slider is at the top.
- Take your Kindle anywhere it may get wet, scratched, dirty or dropped.
- Seamless access to the Kindle's controls (including power slider)
- The only splash-proof Kindle case you'll want to use all the time
- Includes free carrying bag and color toggle jewels for personalization.

**Currently unavailable.**

We don't know when or if this item will be back in stock.

### What Other Items Do Customers Buy After Viewing This Item?



KlearKase for Kindle Fire - Splash-Proof, Transparent Case for Family or Outdoor Use - With Screen Protection (does not fit Kindle Fire HD) by KlearKase  
(98)

**\$49.95**



New Version TrendyDigital WaterGuard Waterproof Case for Kindle 1, 2,3 (First, Second and Third Generation Kindle), Kindle Fire and other 6" or 7" Android Tablet (Purple) by TrendyDigital  
(53)

**\$15.99**



New Version TrendyDigital WaterGuard Waterproof Case for Kindle 1, 2,3 (First, Second and Third Generation Kindle), Kindle Fire and other 6" or 7" Android Tablet (Blue) by TrendyDigital  
(94)

**\$15.99**



Amazon Kindle PowerFast for Accelerated Charging (not included with device, for use with the new Kindle Fire or Kindle Fire HD models) by Amazon  
(5,641)

**\$19.99**

> [Explore similar items](#)

### Product Details

**Product Dimensions:** 8.6 x 5.9 x 0.7 inches ; 6.1 ounces

**Shipping Weight:** 6.1 ounces

**ASIN:** B00300570U

**Average Customer Review:** ([70 customer reviews](#))

**Date first available at Amazon.com:** December 6, 2009

Did we miss any relevant features for this product? [Tell us what we missed.](#)

Would you like to [give feedback on images](#) or [tell us about a lower price?](#)

### Product Description

KlearKase™ for Kindle 2 is the only splash-proof Kindle case you'll want to use all the time. It shields your 2nd Generation Kindle

from accidents, and lets you enjoy e-books in places you wouldn't even bring a paperback. KlearKase for Kindle 2 fits 6 inch Display, 2nd Generation Kindle only (it does not fit the latest generation Kindle 3). Please confirm your Kindle version before ordering (your Kindle's power slider should be on the top of your Kindle).

### Transparent Design

KlearKase is designed so you will forget it is on your Kindle. It is crystal clear, weighs only 6 ounces, and provides seamless access to all Kindle buttons. Don't cover your Kindle - show it off in the transparent KlearKase.

### Life Proof

Use your Kindle worry-free anywhere it may get scratched, wet, dirty or dropped. KlearKase protects at the beach, by the pool, in the tub, while traveling or commuting, and around kids or pets. It is made of strong, transparent polycarbonate - the same material that is used in the canopy of an F22 jet.

### Splash Proof

KlearKase is fully sealed from splashes. If you're looking for a waterproof case allowing submersion underwater, consider the tradeoffs. A fully waterproof cases adds significant weight and bulk to the Kindle, so you'll only use it near water, and it won't be protected from unexpected spills.

### One Everyday Case

Most splash-proof cases are only used near water. This means their owners buy multiple cases, and aren't always protected from the unexpected spill. Instead of buying multiple cases for different activities, buy KlearKase - an everyday case and splash proof case in one.

### Extras & Compatibility

KlearKase for Kindle includes a carrying bag and color jewels for personalization. Includes 1 year warranty. Splash-proof, but not waterproof. Kindle sold separately.

## Customers Who Bought This Item Also Bought



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(53)

\$15.99



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(44)

\$15.99



New Version TrendyDigital  
WaterGuard Waterproof  
Case for Kindle 1, ...  
(94)

\$15.99



CaseCrown Screen  
Protector Film for Amazon  
Kindle 2 eReader (3 Pack)  
(302)

\$3.02

### Tag this product [\(What's this?\)](#)

Think of a tag as a keyword or label you consider is strongly related to this product.

Tags will help all customers organize and find favorite items.

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## Customer Reviews

(70)  
4.2 out of 5 stars

5 star 39  
4 star 17  
3 star 7  
2 star 2  
1 star 5

[See all 70 customer reviews](#)

*“ Kindle continues to be easy to carry, but gives me great peace of mind knowing I am protected from dropping and being around the pool for swim practice. ”*

kurtb | 20 reviewers made a similar statement

*“ Great customer service on this issue. ”*

D. Harrison | 11 reviewers made a similar statement

*“ The silicone button on the bottom that opens so you can charge it tends to come open by itself sometimes, but it is not hard just to push it back in. ”*

kidimd05 | 6 reviewers made a similar statement

### Most Helpful Customer Reviews

24 of 25 people found the following review helpful

**EXHIBIT “B”**

TO DECLARATION OF DAVID VAILLANCOURT

## TRADEMARK ASSIGNMENT AGREEMENT

---

This Trademark Assignment Agreement ("Agreement") is dated January 9, 2013, by and among Seal Shield LLC, a Florida limited liability company ("Seal Shield") and KlearKase, LLC a Washington limited liability company ("KlearKase")

KlearKase is the owner of certain trademarks, to wit: KLEARKASE (including the stylized KLEARKASE mark attached as EXHIBIT 1) and LIFEPROOF (collectively, the "Marks").

In consideration of the sum of **ONE Dollar (\$1.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged, KlearKase does hereby irrevocably sell, transfer and assign to Seal Shield, its successors and assigns, all of KlearKase's right, title and interest in and to the Marks, including all common law rights, and any and all trademark applications and registrations, along with the goodwill of the business symbolized by use of the Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks, the same to be held and enjoyed by Seal Shield for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by KlearKase if this assignment had not been made.

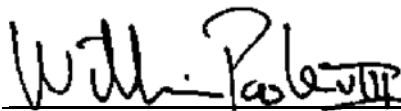
KlearKase hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any other country empowered to issue trademark registrations, to record this assignment and to issue or transfer all registrations for said Marks to Seal Shield as owner of all right, title and interest therein.

**FURTHER**, at Seal Shield's sole expense, KlearKase agrees to communicate to Seal Shield, or its representatives, any facts known to KlearKase respecting or regarding said Marks; testify in any legal proceedings, including trademark cancellation proceedings; sign all lawful papers; execute all reasonably necessary assignment papers to cause any and all trademark registrations to be issued to Seal Shield; make all rightful oaths; and generally do everything reasonably necessary and appropriate to aid Seal Shield, its successors and assigns, to obtain and enforce proper protection for said Marks in the United States and the rest of the world.

[SIGNATURE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date first above written.

KLEARKASE, LLC

By 

For Poolinger Management Co. LLC, Its Manger,  
by William Poole VIII, Manager

**EXHIBIT 1**



## **EXHIBIT "J"**

Close Window 

## Registry Data

**lifeproof.com**

Whois Server Version 2.0

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: LIFEPROOF.COM  
Registrar: KEY-SYSTEMS GMBH  
Whois Server: whois.rpproxy.net  
Referral URL: <http://www.key-systems.net>  
Name Server: NS.RACKSPACE.COM  
Name Server: NS2.RACKSPACE.COM  
Status: clientTransferProhibited  
Updated Date: 27-mar-2012  
Creation Date: 01-jan-2011  
Expiration Date: 01-jan-2022

>>> Last update of whois database: Wed, 19 Jun 2013 18:34:05 UTC <<<

NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois database through the use of electronic processes that are high-volume and automated except as reasonably necessary to register domain names or modify existing registrations; the Data in VeriSign Global Registry Services' ("VeriSign") Whois database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. By submitting a Whois query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. You agree not to use electronic processes that are automated and high-volume to access or query the Whois database except as reasonably necessary to register domain names or modify existing registrations. VeriSign reserves the right to restrict your access to the Whois database in its sole discretion to ensure operational stability. VeriSign may restrict or terminate your access to the Whois database for failure to abide by these terms of use. VeriSign reserves the right to modify these terms at any time.

The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.



## **EXHIBIT "K"**

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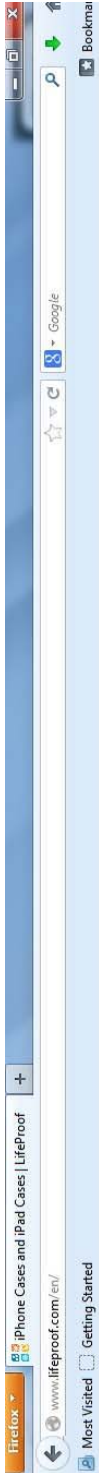
  
IPAD GEN 2/3/4

  
IPOD TOUCH GEN 4

Learn More

## SEE HOW PEOPLE LIVE LIFEPROOF





VISIT OUR THRIVING COMMUNITY OF LIFEPROOFERS >

**LifeProof for Business**  
We take care of your mobile assets.  
You take care of business.

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**DON'T FALL FOR FAKES!**

'Cheap' cases on eBay, Craigslist, 3rd Party Amazon & cheap online sellers are NOT LifeProof.

The Cost of a Counterfeit is a Dead Device  
**Insist on LifeProof**

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**LIMITED EDITION  
TACTICAL COLORS**

## LIFEPROOF: IPHONE AND IPAD CASES

Apple iPhone cases and Apple iPad Cases from LifeProof match the pace of your busy lifestyle. With cases for iPhone 4 / 4S, cases for the Apple iPad 2, 3, 4, and cases for the iPhone 5 your device and all of its capabilities can follow wherever you go from the sea to land. Additionally, attaching our [waterproof](#) iPhone cases to your device lets you take it where other mobile devices fear to tread - oceans, ponds, even the shower! Experts have called LifeProof the best of all the iPhone cases and iPad cases because it is waterproof, dust-proof and shock-proof, but there's much more to it than that. Unlike other iPhone and iPad cases, LifeProof offers a sleek, low profile that barely increases the size of your device. Your iPhone or iPad is not only protected, it looks cool. What's more your LifeProof iPhone and iPad case is supported by an array of action mounts and iPhone and iPad accessories that let you get the most from your device. Take your device in the water, dirt or snow with LifeProof's cases for the iPhone 4 / 4S, cases for Apple iPad 2, 3, 4, and cases for the iPhone 5. Let's Go!

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